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The Solicitors' Journal

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Current Topics.

The Archbishops' Homage.

THE ACT of homage offered at Bognor last week by the two Archbishops to His Majesty in respect of the temporalities of their sees carries us back in thought to those far-off days of the long-protracted struggle between the Church and the civil power on the subject of investiture. The magnification of the Church at the expense of the people and of the secular authorities by placing ecclesiastical appointments in the sole power of the Pope was the dominating aim, pursued with untiring energy, of the great HILDEBRAND, whose conflict with the EMPEROR HENRY IV led the latter at last to the humiliations of Canossa. In England the monarchs, made of sterner stuff, claimed that from them bishops and abbots should receive the ring and pastoral staff, the emblems respectively of the espousal of the pastor and his church or monastery, and of the spiritual cure of souls, and should, like his barons, become their men. "I will have all the crosiers in England in my hand," said WILLIAM THE CONQUEROR. With WILLIAM'S son, HENRY I, the dispute, after continuing for many years, with ANSELM, ended at last in a compromise, the King in 1107 decreeing that from thenceforth no one should be invested in England with bishopric or abbey by staff or ring either by him or by any lay hand; ANSELM, on the other hand, allowing that no one elected to a prelacy should be refused consecration on account of homage done to the king. The act of homage consists of the newly elected archbishop or bishop kneeling and placing his hands between those of the Sovereign and taking a solemn oath of fidelity and of acknowledgment that he holds his temporalities of the Crown. An interesting and picturesque ceremony it is, packed with historical and legal associations that touch the imagination.

Novelists and their Law.

TO MOST of us the creations evolved from the imagination of the great novelists possess a reality and verisimilitude entirely absent in many cases from the grave pages of the biographer and historian. Lawyers, whom THACKERAY described as notorious novel-readers, find in the pages of their favourite writers of fiction not only a personal, but also a professional enjoyment, when, as often happens, legal problems and situations are discussed and described. Quite recently, it will be remembered, Professor HOLDSWORTH gave us an entrancing book on the law and lawyers of DICKENS, bringing into clear relief the accuracy of that distinguished novelist when handling legal problems, or picturing legal scenes. The late Sir JOHN RANKINE, for many years the occupant of the chair of Scots law in the University of Edinburgh, found an intensity of enjoyment during his last years in noting and commenting upon the legal aspects of Sir WALTER SCOTT'S novels, which more than once were quoted on the Scottish bench as accurate transcripts of northern jurisprudence. SCOTT, naturally, knew the law of his country with an intimacy possessed by few others, and was able to utilise with striking effect those features which lent themselves to picturesque treatment. Another novelist of a past day who recognised the value of legal topics in the development of her stories was GEORGE ELIOT. In "Felix Holt," she introduced an abstruse point of real property law, but knowing its difficulty, had the good sense to consult the late Mr. FREDERIC HARRISON, who, if we are not mistaken, wrote the "opinion," which appears in the novel, the problem having been worked out by him in consultation with Mr. (afterwards Lord) HERSCHELL, on the lines suggested by the novelist. There are not in the novels of JANE AUSTEN—GEORGE ELIOT'S great predecessor in the ranks of lady writers—many questions of law mooted, but one at least has, during the past few days, been engaging attention in the correspondence columns of *The Times*—a problem in real property law—as to which several learned persons have been offering solutions. Lawyers owe much to our novelists, and on the other hand our novelists owe much to the law.

Appeal from Magistrates to County Court.

THE ABOVE does not exist at common law or by statute, but may be obtained in effect by the procedure adopted in the recent case of *Day* v. *Tidball*, at Weston-super-Mare. The plaintiff was aged eighty-five, and for twenty-four years had been the tenant of a cottage, which had been recently sold and conveyed to the defendant, who intended to live there with her mother and brother. The plaintiff refused to quit, and proceedings were taken under the Small Tenements Recovery Act, 1838, one-half of the cottage being offered as alternative accommodation. The magistrates held that this was reasonable, and issued a warrant for possession, but the plaintiff thereupon sued the landlord in the county court for trespass. His honour Judge PARSONS, K.C., differed from the magistrates, and held that the requirements of the Rent Acts as to alternative accommodation had not been complied with. If he was entitled to interfere with the finding of the magistrates, it would follow that he might override their decision on all issues, including that as to whether it was reasonable in the circumstances to make the order. The magistrates

had presumably so decided, otherwise they had no power to issue their warrant for possession, but in the absence of a right to make such an order, the landlord had not the lawful right to possession. His honour held, that he had jurisdiction to hold that it was not reasonable to make the order, from which it followed that the obtaining of the warrant by the defendant must be deemed to have been a trespass, in respect of which the plaintiff was entitled to judgment for nominal damages and costs. The County Court is thus constituted a court of appeal for the interpretation of a statute, by means of a jurisdiction which—as his honour remarked—is not recognised as appertaining to any other appellate tribunal, even the House of Lords. It should be noted that a similar result may be achieved in detinue cases, as in *Ransom* v. *Platt*, 1911, 2 K.B. 291, where a warehouseman delivered the plaintiff's goods to her husband, in accordance with a magistrate's order, but was nevertheless held liable for damages in the County Court for neglect of duty as a bailee.

The Fencing of Power Shafting.

THE WIDE scope of the Factory and Workshop Act, 1901, s. 10 (1) (*c*), is shown by the recent decision of the Divisional Court in *Threlkeld* v. *Buckley and Co. (Greenfield) Limited*. The respondents were flannel shirting manufacturers, and had been summoned for not having a shafting securely fenced, whereby a man had been killed through his coat being caught in the shafting. The respondents had contended that the deceased was only a visitor, and was therefore not within the Act, which also did not impose any obligation to fence the shafting. The magistrates at Saddleworth had held that there was no offence under the above sub-section, which provides that all dangerous parts of the machinery and every part of the mill-gearing must either be securely fenced, or be . . . equally safe to every person employed or working in the factory as it would be if it were securely fenced. The Solicitor-General contended that the decision of the magistrates was erroneous in law, as the shafting was mill-gearing within the meaning of the Act. The case for the respondents was that (*a*) the deceased was not employed or working in the factory, as he had been merely visiting the premises in pursuance of a contract with the respondents; (*b*) the shafting was equally safe for persons working in the factory as if it were fenced. LORD HEWART, L.C.J., in giving the judgment of himself, Mr. Justice AVORY and Mr. Justice SWIFT, stated that there was no evidence to justify the finding of the magistrates that the shafting was safe. On the contrary, if it had been securely fenced the accident would not have happened, and on that ground alone (the other point not arising) the case was remitted to the magistrates with directions to convict.

"Civil" Offences.

A LITTLE interchange which took place in the House of Commons on the 20th ult. shows zeal outrunning discretion in the not unusual way of questioners. Lady ASTOR desires that "ordinary summonses for civil offences should be heard in police courts before cases of a criminal nature." One need not stop to inquire what a "civil" offence is, because the context shows the expression to be used as descriptive of minor criminal offences to which no particular moral obliquity is attached, and exactness of expression is not to be expected from legislators. But the suggestion itself is surprisingly unjust to the unfortunate people charged with far more serious criminal offences, who would be detained in custody, all of them presumed by the law to be innocent until they are proved guilty, and some of them actually innocent in fact. It is asserted that a "woman arrested for a motoring offence" (it turned out that she had been summoned) had to listen "to the most appalling cases." Police courts are unpleasant places, and police court officials, if we are to believe some people, notoriously anxious to contaminate modest women and innocent children, but it would be a strange thing indeed if any person were compelled to remain in court to listen to "appalling cases." The more common complaint is that pressure is put upon women to retire when nasty sexual cases (and we suppose "appalling" to be an euphemism to describe such cases) come on for hearing. It is difficult to satisfy every one. The Home Secretary, falling back upon his experience in his younger days, robustly declined to be moved to sympathy with the appalled one, and will not ask "magistrates to vary the arrangements which their experience has led them to regard as best calculated to serve the general convenience." Persons who have been arrested and kept in prison will continue, in the rather sinister words of the Minister, to be "got rid of first."

Welsh Miners in London.

MR. A. J. COOK, the miners' leader, did the right thing in trying to stand by the three miners who were charged at Marlborough-street recently with begging; but we cannot commend either his courtesy or the soundness of his views on the Poor Law if he has been correctly reported. In reply to the magistrate's statement that even if these single men were not entitled to relief from the relief fund, they were entitled to relief from poor law funds, Mr. COOK seems to have replied bluntly "That is not so." Mr. MEAD: "I say it is. Every British subject has a right to relief." Mr. COOK: "These men are able-bodied. I am fully conversant with these facts, and your statement is not true. As able-bodied single men they are not entitled to relief." Most people will prefer to take their law from the learned magistrate, rather than from Mr. COOK. Perhaps Mr. COOK's only idea of relief is outdoor relief, which no doubt would be refused in the case of able-bodied single young men. It would surprise us very much to learn that any truly destitute man would be denied institutional relief; and, although it may be hard for a respectable man to have to accept that, it may be the only course open to him. We should also like to know whether it is a fact that single men get nothing at all from the relief fund. Naturally the claims of wives and children come first; but it would be a little hard if bachelors got nothing at all, whatever the facts of each case. Some bachelors have family obligations that have been honourably fulfilled. Moreover, we have heard such stories of improvident young men who marry and rear families on public assistance, that those who providently refrain from marriage may be worthy of some commendation.

Implied Waiver of Landlord's Right of Distress.

A SUBSEQUENT agreement may effect a stay of the landlord's power to distrain, as shown by the recent case of *Knowles* v. *Feinhols and Others*, at Sheffield County Court. The plaintiff had been the tenant of a house owned by the defendant FEINHOLS, who had employed as agent the defendant GREGORY, who in turn had employed the defendant BALL as bailiff. The last named had levied a distress on the plaintiff's furniture for £8 5s., the arrears of rent, and £5 1s. expenses, and had removed the goods to an auction room, where they were subsequently sold for £14 0s. 6d. This was a fair price, which the defendant BALL was prepared to hand over to the plaintiff, but in the meantime BALL'S immediate employer, the defendant GREGORY, had been negotiating with the plaintiff, as the latter had found a Mrs. SHELDON who was willing to take over the tenancy and to pay £14 10s. for the fittings. On the same day as the sale Mrs. SHELDON duly paid the defendant GREGORY, who gave to the plaintiff a receipt for £8 5s., the arrears of rent, and also handed over to the plaintiff the balance of the £14 10s. The plaintiff then brought an action for £50 for trespass and conversion, and £45 10s. 6d. the value of the goods. In a reserved judgment, His Honour Judge LIAS held that the defendant GREGORY, in breach of his agreement with the plaintiff, wrongfully allowed the sale to proceed, and that the defendant FEINHOLS was also liable as principal. Judgment was accordingly given for £45 10s. 6d., the price of the furniture, and £5 1s. the cost of the distress, against

all three defendants, but the plaintiff abandoned his claim against the defendant BALL, who was directed to be indemnified by the other two defendants.

Two Conspiracies are one Conspiracy.

WE REGARD the decision of the Court of Criminal Appeal in the *Meyrick* and *Ribuffi Cases* as out of accord with the obvious facts of the case. It is clear Mrs. MEYRICK bribed GODDARD. It is clear that RIBUFFI did the same, but to say that either knew or cared about the operations of the other ignores both the probabilities and the actual evidence. It seems to be the view of the court that the two appellants and other persons were all leagued together "to effect public mischief by corrupting the police force." Their object would appear to the ordinary man to be each to facilitate his or her own unlawful business. No, says in effect the court, it was much more. They severally, and collectively desired to produce a corrupt police force, so that all unlawful business might be carried on with impunity, and they sought, with GODDARD as the common link, to bring about this wicked object. This view argues a certain wide outlook, a sort of perverted altruism in the bribers, which we cannot believe in. Each of them was out for individual advantage and probably cared about as much for the advantage of any other rogue as for the public welfare. The court described the doctrine of conspiracy as a difficult branch of the law, "difficult in itself, and still more difficult when the question of its application to particular facts arose." By treating the sum of a number of special objects as a general one, the court has produced a fatal simplification. Conspiracy will no longer be so difficult to prove. A count can always be added of it. Thus one thief has transactions with several receivers. They can all be indicted together for a conspiracy "to effect public mischief," by facilitating the disposal of stolen goods. Why not?

Preferential Payment of Gas Company's Account.

A QUESTION as to the concurrent jurisdiction of magistrates and the Chancery Division was considered in the recent case of *The South Staffordshire Mond Gas Company* v. *The Clyno Engineering Company Limited*, at Wolverhampton. The applicants were compelled by their statute to supply gas in the district, but they had a corresponding right to apply for distress warrants against the goods of consumers who failed to pay for gas. In July, 1928, a summons had been issued by reason of the non-payment of £1,140, but £500 was afterwards paid on account, and the summons was withdrawn. In December, 1928, an agreement was made for the payment of the balance by instalments of £10 a week, and this agreement was ratified by the receiver on his appointment in February, 1929, but only for such period as he might be in possession and continue to take supplies from the applicants. The outstanding balance amounted to £690 1s. 7d., and the warrant could not be enforced without the leave of the Chancery Division, as an execution without such leave would be contempt of court. The applicants nevertheless desired to protect their interests by having the warrant ready, as they would be entitled to distrain in the event of a sale of the defendants' undertaking. The defendants' case was that (1) the applicants were equally bound with the other creditors by a scheme sanctioned by the High Court in October, 1928, and (2) could not claim priority under the Companies (Consolidation) Act, 1908, s. 209, as amended by the Companies Act, 1928, 2nd Sched.; (3) the demand for payment was in July, 1928, and as more than six months had elapsed the proceedings were out of time; (4) the applicants had agreed to accept weekly instalments, and the compromise was binding so long as the instalments were paid, the result being that no case had been made out for the issue of a warrant. The chairman, Alderman JOHNSON, stated that the bench considered there was a case to answer, but the defendants relied on their submission and called no evidence. The warrant was therefore directed to issue, but without costs.

Criminal Law and Police Court Practice.

SUNDAY TRADING.—The London County Council (General Powers) Act of 1927, which dealt, among other things, with street trading, has produced several interesting legal discussions.

Mr. GRAHAM-CAMPBELL, the learned magistrate at Bow-street Police Court, recently had occasion to consider the statute in the light of the Lord's Day Observance Act, 1677. That statute, although it is rarely invoked nowadays, is by no means dead. English statutes do not become of no effect because they are obsolete, as they may in Scotland.

The Holborn Borough Council having refused to licence certain traders to trade on Sundays, were summoned under s. 35 of the 1927 Act to show cause why they should not grant the licences. The council took up the position that the statute gave them no power to authorise anything that would be contrary to the Lord's Day Observance Act, and they also said they thought street trading on Sundays was neither necessary nor desirable, as well as being unlawful. The magistrate said he could not think that Parliament, in passing the 1927 Act, intended it to override the Lord's Day Observance Act. He held that the borough council were justified in refusing to grant a Sunday licence, and that they would have no jurisdiction to grant such a licence. He therefore dismissed the appeal against the council, but he would be quite prepared to state a case for the consideration of the superior court. On summonses for street trading on Sundays without a licence he ordered each of four defendants to pay a fine of 10s.

A REGRETTABLE INCIDENT.—An unusual situation arose in a petty sessional court last week during the hearing of a charge of wounding. According to a newspaper report, while the wife of the prisoner was giving evidence in reply to questions put by the assistant clerk, one of the justices complained that the assistant clerk was asking leading questions; whereupon the latter pointed out that the woman had to be treated as a hostile witness, and then, throwing down the papers, walked out of the court.

Such incidents are happily very rare. The position of the assistant clerk may have been difficult, but, after all, it is for him to advise and not to decide. If a member of the bench offers a criticism, rightly or wrongly, he is bound to pay due attention to it. So far as the question of a hostile witness is concerned, this again is a matter for the court (see *Rice* v. *Howard*, 1886, 16 Q.B.D. 681; 55 L.J., Q.B. 311, and other cases). No one has a right to cross-examine a witness on the ground of hostility unless the bench decides that the witness is in fact hostile, and it looks as if the clerk would have been better advised to suggest to the bench that she should be so regarded before proceeding to ask the questions to which exception was taken; though, of course, without a full report of the facts, one cannot speak with certainty as to what should have been done.

The most unfortunate feature of such incidents is the bad impression they are liable to create in the minds of the public.

MONEYLENDERS ACT PROCEDURE.—When a solicitor applied at Marlborough Street Police Court on 28th ult. for a certificate under s. 2 of the Moneylenders Act, 1927, he said the Act had omitted to deal with the case of a moneylender who changed his address, and it was therefore necessary for him to apply for a fresh certificate and go through all the prescribed formalities.

Upon perusing the notice of application inserted in a newspaper, as required by r. 2 of the Moneylenders (Summary Jurisdiction) Rules, 1927, the magistrate said that in his opinion it was printed in too small type and was not likely to attract attention so as to serve its purpose. The solicitor replied that in his submission the applicant had complied

with all the requirements of the Rules, and that the advertisement was inserted in a well-known London daily paper and was in the usual size type.

The magistrate observed that in future he should be inclined to take more serious notice of the point he had raised, but he granted the certificate. He added that he thought it desirable that newspaper notices should be headed "Moneylenders Acts" so that they might be given greater prominence.

The Safety of Children.

SINCE *Quinn* v. *Leatham*, 1901, A.C. 495, so watered down *Allen* v. *Flood*, 1898, A.C.1, that an American judge gave it as his opinion that the latter case had been "over-ruled" by the former, probably no decision of the House of Lords has been more weakened by a subsequent one than *Cooke* v. *Midland Great Western Railway of Ireland* by *Addie* v. *Dumbreck*, 1929, W.N. 57; *The Times*, 26th February, 1929. Of course, no English lawyer may venture on the proposition that any one case in the House of Lords has over-ruled any other, yet it is difficult to conceive of any circumstances in which a child straying into a place where it had no business to be (which was an essential feature of *Cooke's Case*) would now be protected by that decision. Incidentally, *Lowery* v. *Walker*, 1911, A.C. 10, appears also to have been weakened by Lord HAILSHAM'S judgment in *Addie* v. *Dumbreck*, but *Lowery* v. *Walker* was not a case in which infants were concerned.

Cooke's Case, *supra*, is a very well-known one, but may shortly be recapitulated. Children obtained access to a turn-table belonging to an Irish railway company through a gap in a fence. In the head-note to the case (since then, however, judicially criticised) it is stated that "the company's servants knew that children were in the habit of trespassing and playing with the turn-table." It could in fact be set in motion by the children, who naturally flocked to it for this express purpose. One of them was seriously injured, a mishap which was bound to occur at some time or another, and the issue whether the railway company was liable was carried to the House of Lords. The House, over-ruling the Irish Court of Appeal, 1908, 2 I.R. 242, held that the company was liable. Lord MACNAGHTEN'S judgment has been usually quoted, and the essence of it was contained in his concluding sentence. He said (p. 236): "Persons may not think it worth their while to take care of their own property, and may not be compellable to do so; but it does not seem unreasonable to hold that, if they allow their property to be open to all comers, infants as well as children of maturer age, and place upon it a machine attractive to children and dangerous as a plaything, they may be responsible in damages to those who resort to it with their tacit permission, and who are unable, in consequence of their tender age, to take care of themselves."

The case of *Addie* v. *Dumbreck* might at first sight appear to be indistinguishable from *Cooke's Case*. There were the same elements of dangerous machinery near a road, of the attraction to children, of their access to a place nominally forbidden to them, and of serious injury to a child in consequence. In such circumstances Lord MACNAGHTEN'S judgment might be held to apply word for word. The distinction taken, however, lay in the expression "with their tacit permission." The basis of the decision in *Cooke's Case*, according to Lord HAILSHAM'S judgment in *Addie* v. *Dumbreck*, was that the children were deemed to be licensees of the company. In the later case the company's servants chased the children off from time to time, but knew that they entered the field directly their backs were turned. In these circumstances, Lord HAILSHAM held that the children were trespassers and therefore had to take their chances of what they might find, so long as no traps were deliberately set for them.

The distinction in effect appears to be between tacit permission, which may amount to licence, and knowing sufferance, which does not necessarily do so. It is certainly a fine one, and a layman might be inclined to observe that the two phrases merely expressed different ways of looking at the same circumstances. A further enquiry might also be pertinent as to what authority the Irish railway company's servants derived from the directors to allow the children to play with the turn-table. In each case what really happened seems to have been that the persistence of naughty children wore down the efforts of the company's servants to keep them out. In the Irish one that persistence obtained the reward of legal recognition, in the Scottish it failed to do so. Reference to the judgments in *Lowery* v. *Walker*, *supra*, will again illustrate the fineness of the distinction. If the Scottish children were trespassers, it is difficult to see how the Cumbrian wayfarers were licensees.

It should perhaps be added that certain decisions in inferior courts appear to have anticipated that in *Addie* v. *Dumbreck*, notably the escalator case, *Hardy* v. *Central London Railway Company*, 1920, 3 K.B. 459. The defendant company there would not be likely to make a barrier and then leave it out of repair. For the convenience of the public, however, it made its escalators at Liverpool-street accessible to all, and, wandering children, using them as playthings, were chased off by the company's servants. This was, unfortunately, not always effective, and a child was eventually injured. The action brought by his father as next friend failed because he was a trespasser. The distinction from *Cooke's Case* is clearly brought out in all the judgments. A similar distinction is also made in *Latham* v. *Johnson*, 1913, 1 K.B. 398. These and other cases, and also a number of Scottish and Irish authorities (the laws of all three kingdoms being admittedly similar), were cited in Lord HAILSHAM'S judgment in *Addie* v. *Dumbreck*, one of his most important conclusions being that the law does not recognise the trespasser who, so to speak, is knowingly suffered, as having any higher rights than any other trespasser. On this doctrine the persons taking the short cut through the respondent's field in *Lowery* v. *Walker* only acquired rights of safety as licensees.

In *Addie* v. *Dumbreck* it is laid down clearly that children who are trespassers have no higher rights than adults, and, so far as Lord MACNAGHTEN'S judgment in *Cooke's Case* has been or may be construed otherwise, it may be regarded as dictum now definitely over-ruled. And in this connexion reference may be made to *Dobson* v. *Horsley*, 1915, 1 K.B. 634. In that case the defendants were owners of a tenement house, the entrance to which was made up a flight of stone stairs over an area. One of the guard railings was missing, and the plaintiff, a boy of three, fell through the gap and was seriously injured. An adult of ordinary sense would have seen the defect and avoided it. The action brought on the child's behalf failed. In the words of Lord WRENBURY (p. 641) "It is said that the plaintiff in this action, a child of three and a half years old, is deserving of greater protection because of his tender years. I do not accede to that. If this was a dangerous place, as obviously it was, the child ought not to have been there without proper protection, and the liability of the defendants cannot be enlarged by exposing them to a liability for not providing such a railing as would prevent a child from falling into the area."

In the above case, on the analogy of the doctrine laid down in *Harrison* v. *Duke of Rutland*, 1893, 1 Q.B. 142, and elsewhere, it might have been argued that, directly the child began to loiter and play on the steps, he became a trespasser, but in fact the matter proceeded as if he were a licensee. It is therefore authority for the proposition that children as licensees have no higher rights than adults, though on that footing it is difficult to reconcile with *Cooke's Case*—which, however, does not appear to have been discussed. In *Glasgow Corporation* v. *Taylor*, 1922, 1 A.C. 44, a child, entering and being in a public botanical garden as of right, ate the berries from a poisonous shrub which had been planted there, and

was killed, and the owners of the garden were held liable, although an adult would have left them alone. *Harrold* v. *Watney*, 1898, 2 Q.B. 320, was to a similar effect.

The question whether the law is laid down in *Addie* v. *Dumbreck* and *Dobson* v. *Horsley* is satisfactory is, of course, one for Parliament. Two propositions, however, may perhaps be laid down as self-evident—first, that the mother of a dozen children cannot always be with all of them; and, secondly, that landowners cannot reasonably be required to make nature safe for trespassing children, as by filling up deep pools in rivers, putting railings round crags, etc. An artificial "trap" however, is a different matter, and it is worthy of note that railway companies have a statutory obligation to keep their tracks effectively fenced, so that neither children nor animals shall stray on them and be injured. The case of *Addie* v. *Dumbreck*, therefore, appears to be one worth the consideration of the Legislature.

The Legal Profession in China.

(By WALTER BUCHLER.)

Politics, bribery and outside influence were factors very prominent in the Chinese courts of old and are present even in many of those of to-day. It is, therefore, nothing surprising to find that compromise plays a very important part among Chinese in the settlement of disputes, between themselves or between foreigners and Chinese and *vice versâ*. The majority of Chinese merchants are open to agree on a "compromise" on a give-and-take basis. Foreign merchants experienced in Chinese mentality very seldom go to court, but settle the matter in dispute either by a friendly compromise or by arbitration. For, if a dealer is unable to pay or has infringed a contract, legal action will only antagonise him and his friends, lose customers, and a favourable decision may not yield any satisfaction, as the defendant may have left the jurisdiction of the court by simply taking train or steamer for a short distance.

There are approximately 135 courts in China, comprising one supreme court (in Nanking), twenty-three high courts (one in every province), twenty-three divisional high courts, sixty-nine district courts, and nineteen provisional courts. Justice as administered by Chinese courts is based more on the merits and discretion of the local magistrate, whose functions are both administrative and judicial, and not so much on the written laws. Many of the higher officials of Chinese courts have had their training abroad, but their surroundings, external influence, and Chinese mentality have so far been too strong for their Western training to be used in a Western way.

In order to protect their own nationals residing at the treaty ports, every power with extra-territorial rights in China has its own court, and if any dispute arises between a Chinese and a foreigner, the former can sue him in the latter's court. With the abolition of the mixed courts in Shanghai, foreigners have to have recourse to the provisional court when taking action against a Chinese. The cases that have so far appeared before this provisional court, particularly Chinese cases, civil or criminal, tend to prove that little protection can be expected from a Chinese court, and that it would be a great mistake to waive all extra-territorial rights. On the other hand, it must be admitted that the Germans and Russians (more so the Germans) have lost little, though no longer enjoying such advantages as foreign concessions and foreign courts at the treaty ports; they may have gained something by thus winning more goodwill from the Chinese. The fact that a Chinese can very often be got to admit one is in the right and act accordingly by merely making him "lose face" makes the intermediary a necessity in China.

The legal profession in China combines the business of barrister and solicitor, and it would hardly be practicable for a barrister in China to act only in the capacity of pleader as he does here. The recent troubles and the continued political and military changes in China have not affected trade so much as is generally imagined. Although complaints are heard of the injurious effects caused by the abolishment of the mixed courts, there seems still to be plenty to do for the foreign lawyer in towns like Shanghai, Tientsin, and other treaty ports. During recent years there has been a considerable increase in the number of Chinese lawyers who received their training abroad (mostly in America and England), but the average Chinese merchant has more confidence in a foreign lawyer of some repute than in one of his own nationality: he is only too well aware of his own countryman's shortcomings when it comes to legal matters. Foreigners in China prefer to have the services of a foreign lawyer. There are at present approximately 300,000 foreigners residing in various parts of China, comprising principally the following nationalities:—

Russian - -	68,037.
Japanese - -	201,721.
British - -	11,714.
American - -	6,970.
German - -	2,719.
French - -	2,588.
Italian - -	631.
Belgian - -	655.

A foreign solicitor in China employs the services of a Chinese interpreter, who is expected to have some experience in legal matters, and to be versed in Chinese law. There are several firms of solicitors in Shanghai and Hongkong who have been established there many years, and most of them have done very well in China. This may be said also of lawyers and barristers in general, though a comparison of their capabilities and those of the legal profession here would give the first place to the latter. Thus, it is not surprising that a new arrival, who may be only on a short visit, and who is a man of personality (not necessarily of note) is given preference. The writer knows of some who were very successful and had more cases than they could handle in Hongkong and Shanghai alone, although they were known neither in those towns nor had made a name for themselves here. This would suggest that there is room for "fresh blood" in the legal profession in Hongkong and in Shanghai, the centre of China's trade, and with the largest foreign (30,000) and Chinese (1,500,000) population. As regards fees, the standard of living is, on the whole, higher in the case of the foreign resident in China than in his own country. The Chinese are generally prepared to pay generously for legal services, and success speedily brings a larger clientèle, as news spreads rapidly among the Chinese. The increasingly important status of China in the world's markets, with Shanghai as its industrial and financial centre (it is now also politically more important than Peking), should create more interest in the legal profession here as to possibilities in the Far East, especially in Hongkong and Shanghai. Doubts regarding personal safety and the so-called "wars" in China about which so much is nowadays heard should be put aside, for conditions in China are not so bad as is generally believed; and "Chinese wars" are different from what we know wars to be in the West: negotiations—not usually legal, but more often based on compromise and hard cash—are the determining factors of a Chinese "battle," which is rarely decided on the "battlefield."

PURCHASE BY THE LAW SOCIETY.

The Law Society has purchased the freehold early Georgian house, No. 60 Carey-street, Lincoln's Inn-fields. The property possesses a superb Chippendale staircase in carved mahogany, and most of the rooms are panelled in exquisitely carved pinewood. The marble mantlepieces are fine specimens of the Georgian handiwork. The Law Society was represented by Mr. Joseph Stower (Chancery-lane). The vendors' agents were Messrs. Collins and Collins (South Audley-street).

How the Expense of Legal Proceedings could be Reduced.

[Contributed.]

Are legal proceedings unnecessarily expensive? If so, how can the expense be reduced? These are questions that can only be answered after an examination into matters of detail by some one well acquainted with the subject. Perhaps I may be able, after an experience of some years as Taxing Master, to throw some light on this subject, and make suggestions, which may be helpful without injuriously affecting the interests of the legal profession.

In the course of my career I have had the opportunity of observing the working of the system from various points of view. I take the system as I have found it and have no heroic remedies to propose. I am not going to mention such questions as fusion of the two branches of the profession, reform (as it is called) of the circuit system, or extension of the jurisdiction of the county courts. I will turn to homelier matters, and write only of things with which I am familiar.

Without further preface, therefore, I will plunge into my subject and call attention to five instances where an alteration in the practice of the High Court would result in a saving, or an avoidance of expense.

(i) *Plans.*—Unnecessary plans are often prepared, and surveyors are required to attend the court when their attendance might be spared.

In cases that arise out of accidents upon the road it is necessary to have a plan of the scene of the accident for use in court, and only one is required. Under the present practice each party sends his surveyor to make a plan on the spot. When the plans are compared neither of the solicitors likes to take the responsibility of admitting the accuracy of the other's plan, and so each of the surveyors is required to attend the trial, but not often is either of them called. Sometimes more than one plan is prepared by one or both of the parties. I remember a case where five plans were prepared, three by one party, and two by the other. One only was used and allowed against the other side. The clients themselves had to pay for the other four plans and many copies of them—all quite useless.

My proposal is that, if the parties do not agree to make use of the ordnance survey map, one plan only shall be prepared by an independent surveyor and be received in evidence without formal proof. On the summons for directions let the Master appoint the surveyor, for whose fees the plaintiff should, in the first instance, be responsible. Each party to be at liberty to send instructions to the surveyor as to the details he requires to be shown on the plan, the width of the road, the height of a hedge, the distance from one object to another.

Surveyors can produce copies of plans by a cheap lithographic process, and the solicitors should mention in their instructions how many copies of the plan they will require.

(ii) Cases sometimes come into the paper for trial in the King's Bench Division before this seems to be actually necessary.

The Associate who settles the lists is given little or no detailed information about the cases coming on for trial, and puts in as many as he thinks desirable, exercising his judgment as best he can.

(iii) The present system makes it very difficult to find an opportunity of commencing negotiations for the settlement of an action before the case actually comes into court.

Here I would say a word as to advice on evidence. This is a really laborious and responsible piece of work, for which counsel is only paid a nominal fee. Where an action is settled after advice on evidence and before delivery of brief, I think that, in fairness to counsel, the advice on evidence ought to carry a substantial fee, having some sort of relation to the fee that would be marked upon the brief at the trial.

My proposals with regard to (ii) and (iii) are as follows:—

Let the Associate who settles the lists in the King's Bench Division be given authority, within limits, to alter the order in which the cases stand, so as to enable him to fit them into the list to the greatest convenience of all. His prospects of advancement should depend on the success with which he does this. Tests would be the number of cases which appear in the paper without being called on, and the number of times judges have had to rise early having cleared their lists. But these tests must not be applied too strictly, an Associate must not be expected to assume the mantle of a prophet.

An appointment should be taken before this officer prior to the delivery of the briefs, say a week before the case is likely to be in the paper for trial. This appointment should be attended by junior counsel on either side, who should state their views as to the length of time the case is likely to take, in what part of the country the witnesses reside, and what are the facilities for travelling, whether any special arrangements should be made to meet the convenience of busy professional men, and any other matters proper to receive consideration. The Associate would make his own practice as to the way he settles the lists, and no doubt he would make a tour of the Courts between 1.30 and 2 p.m. to see for himself how things are getting on.

The appointment would give the two counsel an excellent opportunity to talk about a settlement. A tactful Associate would bring up the subject of a possible arrangement of difficulties, and if a settlement were brought about by his good offices it should be a point to his credit.

At present it is extremely difficult for either side to take the first step towards negotiations, as each of them is afraid that this may be looked upon as a sign of weakness.

Solicitors, as well as their clients, would often be glad to get an action settled at this stage, so as to avoid the worry and anxiety of a trial. There is a saying among solicitors, "If you lose your action you lose your client."

If men of business could know that in all cases there would be a fair opportunity of effecting a settlement after the position had been clarified by the pleadings, discovery of documents, and advice on evidence, they would, I think, be less reluctant to enter upon litigation than they are at present.

(To be continued.)

A Conveyancer's Diary.

Order of Application of Assets on Partial Intestacy.

Two cases of interest in which was considered the question of the order in which certain assets were to be drawn upon for the payment of a testator's debts have recently been adjudicated upon by Eve, J., and Astbury, J. The cases are *Re Lamb*, 1929, W.N. 29, and *Re Pett, ib.*, 84.

In *Re Lamb* the specific question raised was whether a testator's funeral and testamentary expenses and debts and legacies ought to be paid out of the lapsed share of the residuary estate or whether they were payable rateably out of the lapsed and other shares. There was no testamentary provision varying the order of application of assets prescribed by the Ad. of E. Act, 1925, s. 34 (3), and 1st Sched., Pt. II. According to the latter provision, the property first to be drawn upon is that "undisposed of by will." Counsel for the residuary legatees in *Re Lamb* contended that the lapsed share of residue was "undisposed of" by the will. Eve, J., upheld his contention, and declared the lapsed share to be the primary fund for the payment of the funeral and testamentary expenses, debts and legacies.

In taking this view the learned judge refused to accept the argument put forth on behalf of the next of kin that the old rule was still applicable, and that there was no residue until the funeral and testamentary expenses, etc., had been paid: see *Trethewy* v. *Helyar*, 1876, 4 Ch.D. 53. He thought the

words of the Act were "too plain and unambiguous" to be confined in their application to property to dispose of which no attempt had been made by the will.

The decision provides a simple and happy solution with which few will be found to disagree. In fact the decision is foreshadowed in 2 "Wolst. & Cherry," on p. 583, where it is stated that "undisposed of . . . includes property included in a residuary gift which has lapsed. A lapsed share of residue, not subject to an overriding trust to pay debts, will thus be applied in payment of debts first; it will not bear debts *pari passu* with shares which have not lapsed, as before 1926."

In *Re Petty*, the position was entirely different. The testator had devised and bequeathed his residuary estate to his trustees upon trust for sale and conversion, and out of the proceeds to pay the funeral and testamentary expenses, debts, legacies and duties. There was a lapse of a share of the residue, and the question arose whether the lapsed share was primarily applicable to the discharge of the testator's funeral and testamentary expenses, debts, etc., or whether it was so applicable rateably with the other share. Astbury, J., pointed out that in this case, the testator had created a mixed fund for payment of debts, etc., and that there was no undisposed of share of residue until those debts were ascertained and paid. He held accordingly that the debts, etc., were not thrown on the lapsed share of the residuary trust fund at all, but were to be borne by the whole of the mixed fund rateably.

It is interesting to note that this decision also is accurately foreshadowed in 2 "Wolst. & Cherry," on p. 583, for it is there stated that: "Where a residuary estate is devised and bequeathed upon trust to sell and convert, and out of the proceeds pay debts, etc., and as to the balance of the proceeds upon trust for persons in various shares, and there is a lapse as to one or more shares, the statutory next of kin are, *semble*, entitled to have the debts paid out of the gross residue in accordance with the trust."

Contingent Pecuniary Legacy: Not Carrying Intermediate Income.

In *Re Raine*, 1929, W.N. 60, Eve, J., was called upon to apply the rules governing the application of intermediate income, on pecuniary legacies, towards the maintenance of infants contingently entitled.

A testatrix, who died in 1926, by her will gave a legacy of £2,000 to her godchild, S, "if and when he should attain the age of twenty-one years," and another legacy of £100 to L "if and when she should attain the age of twenty-one years." Subject to these legacies the deceased's estate was held by trustees on trust for sale and conversion, and there was no direction to appropriate any funds to pay the legacies.

It was argued on behalf of the infants that the case fell within L.P.A., 1925, s. 175, whereby certain contingent and future testamentary gifts are made to carry intermediate income. Eve, J., held that this was not so—that s. 175 does not apply to a pecuniary legacy at all, but only to devises or bequests which are "contingent, future and *specific*." What was given to each of the infants in this case was a pecuniary legacy.

From the report of the case in the "Weekly Notes," it seems to have been argued "that s. 43 of the Conveyancing Act, 1881, must be read into the will." Now, s. 43 is repealed as respects deaths occurring after 1925 (the testatrix in this case died in 1926). No doubt what was meant was that "s. 31 of the Trustee Act, 1925 (which replaces it) must be read into the will." That section could not however, be read into the will, for sub-s. (3) enacts that "this section applies in the case of a contingent interest only if the limitation or trust carries the intermediate income of the property."

Intermediate income was not (as we have seen) carried by virtue of L.P.A., 1925, s. 175, and under the general law before 1926, where a testator was not *in loco parentis*, a contingent legacy did not carry intermediate income, unless it was set apart for the benefit of the infant or was residuary: *Re Dickson*, 1885, 29 Ch. D. 331, 334; and see *Re Boulter*, 1918, 2 Ch. 40, 44, and 2 "Wolst. & Cherry," 396.

The contingent pecuniary legacies in this case were governed by the pre-1926 general rule. Accordingly the infants were not entitled to any maintenance out of the legacies or to any intermediate income thereout.

Landlord and Tenant Notebook.

Right of Statutory Tenant to Assign by Will.

As has been repeatedly pointed out, the legislature in passing the Rent Restriction Acts, wholly failed to consider and to provide for the various problems that legislation of this nature was bound to occasion, among them being the exceedingly important question as to whether a statutory tenant had the power of assigning by will, such interest as he enjoyed in premises, the possession of which he retained solely by virtue of the Rent Restriction Acts themselves.

At long last this problem has actually come before the courts, in the case of *John Lovibond & Sons Ltd.* v. *Vincent, Times*, 26th March, and the decision moreover given in that case is a decision of the Court of Appeal.

The brief facts in the above case, were that a tenant of premises within the Rent Acts, whose original tenancy had been determined by notice to quit, and who thereafter continued in occupation of the premises as a statutory tenant, had under her will appointed her daughter as sole executrix and beneficiary. The daughter had been and at the time of her mother's death was still residing on the premises in question. In proceedings for recovery of possession against the daughter, instituted after her mother's death, the daughter pleaded that she was entitled to remain in possession as a statutory tenant under the Rent Restrictions Acts. The Court of Appeal however, held that she was not so entitled, on the ground that a statutory tenant could not assign any interest in the premises by will, and that the daughter therefore, could not derive any interest in the premises by virtue of the fact that she had been appointed sole executrix and beneficiary under her mother's will.

It is to be carefully noted, that in the above case, the testatrix was merely a statutory tenant, and not a contractual tenant, and that had she been a contractual tenant, she could clearly have assigned her interest in the premises by will, so long of course as she was not precluded from doing so, by the terms of her tenancy. On this point reference may be made to *Collis* v. *Flower*, 1921, 1 K.B. 409, where a non-resident executor was treated as the tenant on the death of the original tenant while the tenancy was still a contractual one, and also to *Mellows* v. *Low*, 1923, 1 K.B. 523, where a non-resident administrator was regarded as the tenant, in similar circumstances.

In so far as the Court of Appeal have held, in the above case, that a statutory tenant cannot assign by will, their decision seems to be a logical consequence of the essential nature of a statutory tenancy. The classical definition of the nature of such a tenancy is still to be found in the judgment of BANKES, L.J., in *Keeves* v. *Dean*, 1924, 1 K.B. 685, in which case it was held that a statutory tenant could not assign by *vivos*; and although that case did not fall to be decided under s. 4 (1)(*b*) of the Rent and Mortgage Interest Restrictions Act, 1923, the actual decision in that case, i.e., that a statutory tenant cannot assign *inter vivos*, as well as the judicial definitions of the nature of the holding of a statutory tenant, still hold good at the present time, notwithstanding the above provisions (i.e. s. 4 (1) (*h*)) of the Rent and Mortgage Interest Restrictions Act, 1923.

Indeed, in *Roe* v. *Russell*, 44 T.L.R. 278, the Court of Appeal appears to have expressly held that the statutory tenant could not assign, a view which they have also adopted in *John Lovibond & Sons Ltd.* v. *Vincent*, *supra*.

That a statutory tenant has no power to assign *inter vivos*, and that he has no power to assign by will either, seems to follow clearly from the nature of the statutory tenant's interest. As BANKES, L.J., said in *Keeves* v. *Dean*, 1924, 1 K.B. at p. 690: "I think that it is a pity that the expression 'statutory tenant' was ever introduced. It is really a misnomer, for he is not a tenant at all. His right is a purely personal one, and as such, unless the statute expressly authorises him to pass it on to another person, must cease the moment he parts with the possession or dies . . . I do not think that the right to assign a tenancy can be properly described as a term or condition of the original contract of tenancy . . . The right to assign is a right incident to the estate, just as a right to sell your watch . . . is a right incident to the ownership thereof, and the right to assign the one is no more a term or condition of the contract of tenancy than the right to sell the other is a term or condition of the contract under which the chattel was purchased."

While the decision of the Court of Appeal in *John Lovibond and Sons Ltd.* v. *Vincent*, seems to be good law, at the same time a curious state of affairs is brought about as a result of that decision on the one hand, and of s. 12 (1) (*g*) of the Rent Act of 1920, on the other. Under the latter provision, where a statutory tenant dies *intestate*, his widow, or else some other member of his family, *if residing with him at the time of his death*, may be entitled to remain in possession as a statutory tenant. If, however, the statutory tenant leaves a will, this important privilege will be denied to his widow or to any other member of his family residing with him at the time of his death by virtue of the decision in *John Lovibond & Sons Ltd.* v. *Vincent*, in which case the daughter was living with her mother at the time of her death.

Our County Court Letter.

REMOVAL OF SAND FROM FORESHORE.

IN the recent case of *Plews* v. *Owen*, at Holyhead County Court, the plaintiff claimed £5 damages and an injunction to restrain the defendant from taking sand, gravel and beach material from the foreshore at Cymmuran. The plaintiff was lessee of the foreshore at an annual rent of 10s. payable to the Commissioners of Crown Lands, but the defendant claimed a prescriptive right to take the sand, etc., basing his claim upon an uninterrupted user for upwards of thirty years. His Honour Judge R. O. Roberts pointed out that the plaintiff, before action, had had notice that the defendant had made a claim of right to take the sand and gravel, and that the plaintiff's solicitors had asked for an undertaking that the defendant would cease from doing so. The plaintiff ought to have reported this claim to the Crown Commissioners, who might have complained of the defendant's action, if anybody at all had a right to object. It was held that the plaintiff's claim failed, and that the defendant had established his claim as appurtenant to Penymynydd Farm, the dominant tenement, but only for the purposes of that farm. Judgment was therefore given for the defendant, with costs.

A profit *à prendre* of the above nature can be claimed under the Prescription Act, 1832, s. 1, where the profit or benefit has been actually taken and enjoyed by any person claiming right thereto without interruption for the period of thirty years. This applies whether the profit has been taken from any land of the Crown, or of any ecclesiastical or lay person or body corporate, and the right is absolute and indefeasible on being enjoyed for sixty years. The above judgment limited the rights to such as were necessary for the purposes of the farm, in accordance with the decision in *Lord Chesterfield and Another* v. *Harris*, 1908, 2 Ch. 397, where it was laid down that a profit *à prendre* in the soil of another without stint and for commercial purposes was unknown to the law. The plaintiffs were riparian owners, who sued for trespass, and Sir H. Cozens-Hardy, M.R. (as he then was) pointed out that (1) the defendants claimed a profit *à prendre* in a que estate, i.e., as appurtenant to land; (2) the very idea of a que estate involved some relation between the needs of the estate and the extent of the profit *à prendre*, as an indefinite right would tend to the destruction of the property; (3) a right of fishery did not differ from other rights such as turbary, estovers or pasture. Judgment was therefore given for the plaintiffs.

An alternative procedure open to Crown lessees was exemplified in the recent case of *Exmouth Urban District Council* v. *Voysey*, in which the defendant was charged with wilful damage to real property by dredging gravel and sand in January last from the bed of the Exe, contrary to the Criminal Justice Administration Act, 1914, s. 14. The removal of sand and shingle was jeopardising the sea defences, and the council had accordingly taken a lease of the bed of the river from the Crown, and also a lease of the foreshore from Lord Clinton, the lord of the manor. The defendant's case was that (1) up to February last the lease from Lord Clinton had not been taken up, and the council's right to the sand had not accrued; (2) the lessor had the right to take 500 tons of gravel for building, and had granted a permit to the defendant as recently as February. There was evidence, however, that the defendant had taken sand from the area comprised in the lease from the Crown, and the Bench found the offence proved and ordered £10 to be paid to the council in restitution.

A claim of right by the defendant would have ousted the jurisdiction of the magistrates in the last-named case, but even an exercise of a right for thirty years may be insufficient, as in *Canvey Island Commissioners* v. *Preedy*, 1921, W.N. 363. The plaintiffs were incorporated under a private statute, and had erected two sea walls, the strip of foreshore between the two being owned by the defendant. The plaintiffs claimed an injunction to restrain the defendant from trespassing and removing any part of the drift of shingle, but the defence was that for over thirty years the owners of the land between the walls had removed accumulations of sand and shells for their own purposes. Mr. Justice Eve held that as the possession of both parties was doubtful, the law attached possession to the title. The defendant's title by deed could not be set up against the plaintiffs' title by statute, and the injunction was therefore granted, with 40s. nominal damages.

The foregoing must be distinguished from cases arising out of claims to rights of common, which are enjoyed by a fluctuating and indefinite body of owners, and give rise to different considerations.

Practice Notes.

COMPENSATION ON NOTICE TO QUIT BY TENANT.

THE Agricultural Holdings Act, 1923, s. 12 (3), provides the one instance in which a notice to quit given by a tenant entitles him to compensation for disturbance. In the recent case of *Hulme* v. *Lord Waring*, at Atherstone, the applicant claimed £820, being one year's rent, on the grounds that (1) the landlord had refused or failed to agree to a demand for arbitration as to the rent of the holding; (2) the tenant had, therefore, terminated the tenancy, and (3) was entitled to compensation as if notice to quit had been given by the landlord. The respondent's case was that his agent had settled the matter with the applicant, who had withdrawn his demand for arbitration, and was therefore not entitled to compensation. Sir W. G. S. ROLLESTON, the arbitrator appointed by the Minister of Agriculture, found that the respondent had refused or failed, within a reasonable time, to agree to the written demand for arbitration. The tenant was therefore justified

in giving notice to quit, and an award was made in his favour for the amount claimed, together with two-thirds of his costs as to valuers, etc., and two-thirds of his costs of and incidental to the arbitration.

THE rights of the tenant under the Agricultural Holdings Act, 1923, s. 12 (3), are strictly limited, as shown by the recent case of *Dewhurst and another* v. *Tombs Brothers*, at Worcester County Court. The applicants had let a holding of 247 acres to the respondents at a yearly rent of £424, and had subsequently offered the same for sale by auction in two lots of 174 and 73 acres respectively at apportioned rents of £314 and £110. The larger lot was not sold, and as the respondents disagreed with the apportionment, they purported to serve notices in writing as follows: (1) 20th December, 1926, and 1st March, 1927, demands for arbitration as to the rent; (2) 14th March, 1927, notice to quit the 174 acres—by reason of the landlords' refusal to agree to the demand for arbitration as to rent. The respondents accordingly quitted the 174 acres on 25th March, 1928, and claimed compensation for disturbance, but the applicants resisted the claim on the following grounds: (1) the applicants had not refused to agree to an arbitration as to rent; (2) the notice of 1st March, 1927, was not a demand within the Act, as it related to a part of the holding only; (3) the notice to quit of 14th March, 1927, was invalid as relating to part only of the holding let to the respondents; (4) alternatively, the reason given in the notice to quit was not effective to entitle the respondents to compensation, as the twenty-one days mentioned in the notice of 1st March, 1927, had not elapsed before service of the notice to quit. The respondents relied upon a letter of the applicants' solicitors, dated 9th March, 1927, which did not contain the word "refuse," but plainly intimated that they could not agree to arbitrate in respect of the rent of part of the holding. His Honour Judge Roope Reeve, K.C., held that the claim for disturbance failed, and gave judgment accordingly, with costs.

Reviews.

The Sacco-Vanzetti Case. Transcript of the Record of the Trial of Nicola Sacco and Bartolomeo Vanzetti in the Courts of Massachusetts, and subsequent proceedings, 1920-7. Vol. 5. Henry Holt & Co., New York.

This volume takes us to p. 5621, and completes the Sacco-Vanzetti trial. It contains, among other matter, the petition to the governor, the proceedings of an advisory committee he appointed to assist him in considering whether he ought to exercise his power of pardon, their report and his decision.

There are then the last-hour applications on petitions for *certiorari* and *habeas corpus*, the refusal of the United States courts to interfere, the last decision coming after the subjects of it had passed out of the world where they had for six years lain under the shadow of death.

The governor made some sensible observations: "It has been a difficult task to look back six years through other people's eyes. Many of the witnesses told me their story in a way I felt was more a matter of repetition than the product of their memory."

"The delays that have dragged this case out for six years are inexcusable."

Difficult of excuse is the conduct of the trial judge, if the criticism of the advisory committee be just. "From all that has come to us we are forced to conclude that the judge was indiscreet in conversation with outsiders during the trial." This indiscretion drew on him imputations of unfairness in conducting the trial which the committee felt to be undeserved.

Both committee and governor were satisfied that justice had been done, and we, thousands of miles away, reading a printed transcript, must leave it at that.

But the case was a lamentable illustration of the very serious defects in the American criminal law and practice. None deplore these more than the Americans themselves, and we, having, by favouring circumstances, won through to a better state of things, should be sympathetic rather than censorious, having confidence in the good sense and energy which will assuredly before long bring about the salutary reforms so long in contemplation.

Goodeve & Potter's Modern Law of Real Property. Sweet and Maxwell, Ltd.

Goodeve's "Real Property" originally appeared in 1883, and the 5th edition, edited by the late Sir H. W. Elphinstone and Trentham Maw, in 1906. The present work, by Harold Potter, LL.B., is not brought out as the sixth edition, but as "founded upon the 5th edition," and Mr. Potter, who in the circumstances may perhaps more properly be called the author than the editor, states in the preface that considerably more than half is entirely new. It is a somewhat larger work than the 5th edition, though the editor has dispensed with the previous appendix of statutes. As he observes, this would have increased the bulk of the work considerably, and the statutes are very easily accessible elsewhere.

Some experiments as to the light thrown by the book on various puzzles under the new legislation have not been fortunate. For example, the word "partnership" does not appear in the index at all, and, if the effect of the transitory and permanent provisions of the Law of Property Act on the holding of real property by partners is discussed, the busy practitioner is not given the key to it. In fact nothing about it appears in Ch. XV on "Co-ownership." Again, on p. 392, the statement appears that "no joint tenant can acquire title by adverse possession against the other." Reference is made to the R. P. Limitation Act, 1833, s. 12, so the student with care can ascertain the truth, but Mr. Potter hinders rather than assists him in doing so. On p. 395 he states that immediate sale must be made if joint tenants do not agree on postponement. If one joint tenant refuses to convey, however, obviously reference must be made to a court, and if Mr. Potter thinks that, in administering a trust for sale, a Chancery Court has lost its power to postpone a sale when the market is adverse, he will not find everybody will agree with him. On pp. 413-14 nothing is said as to the estates of those mortgagees who were tenants in common before the Act, though this is one of the obvious modern puzzles, as is that of the estates of adult heir and doweress, which is not discussed. On another difficulty, that as to whether tenancies at will or on sufferance are legal estates, the author gives his opinion in the affirmative, p. 169, and those created by *Bridgett & Hayes' Contract*, 1928, 1 Ch. 163, are discussed, pp. 522, 648. There is also a fairly full discussion of the rule in *Shelley's Case*, pp. 332-335, although, as pointed out, it has been abolished. Knowledge of it may still occasionally be necessary to elucidate a title, but perhaps the comment may be made that the space would have been more usefully occupied on the newer problems.

Books Received.

The Practice of the Divorce Division. EDGAR A. PHILLIPS, LL.B. (of the Divorce Registry). Author of "Probate and Estate Duty Practice." Demy 8vo. pp. xxvii and 394 (with Index). 1929. The Solicitors' Law Stationery Society, Limited, London, Liverpool and Glasgow. 15s. net.

Kelly's Draftsman. Seventh Edition. J. A. REID, B. G. BURNETT-HALL, B.A., Barristers-at-Law, and C. I. F. ATKINSON, LL.B., Solicitor. Crown 8vo. pp. li and 734. Index 85. 1929. Butterworth & Co. (Publishers), Ltd. 30s. net.

The Conveyancer's Notebook. Third Edition. A. H. COSWAY. Crown 8vo. pp. x and 292 (with Index). 1929. London: Effingham Wilson. 7s. 6d. net.

POINTS IN PRACTICE.

Questions from Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, is responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to The Assistant Editor, 29, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

Back Duty.

Q. 1602. The Commissioners of Inland Revenue have demanded of a client of ours that he should make returns for income tax during the past fifteen years. We shall be much obliged if you can let us know—

(1) If they have power to make such a requisition.

(2) Whether or no the answer is affected by—

(*a*) The fact that he already made an incorrect return; or

(*b*) The fact that he has made no return, but has paid income tax upon an assessment which has been made by the income tax authorities without a return being made.

(3) If the authorities have power to collect either income tax for any part of such period, or income tax in excess of that which they have already collected during any part of such period. In other words, is there any statute which limits their ability to call for arrears of income tax.

A. (1) No.

(2) (*a*) No. (*b*) No.

(3) The revenue authorities are empowered to raise assessments only in respect of six years preceding the year of assessment. This power is granted by s. 125 of the Income Tax Act, 1918, as amended by s. 29 of the Finance Act, 1923. No power exists for earlier years.

Income Tax 1918—Succession.

Q. 1603. A and B, two solicitors, practise in partnership for over twenty years, each giving in accordance with the partnership articles his whole time and attention to the business. B gives notice terminating the partnership, and the notice expires on 31st December, 1927. After that date the two partners continue to carry on business as before, pending negotiations for a new partnership. On 30th January, 1928, a new partnership agreement is signed which provides (*inter alia*) as follows:—

(1) The partnership heretofore subsisting between the said A and B was terminated on the 31st day of December, 1927.

(5) The parties hereto shall be partners as from the 1st day of January, 1928, until, etc.

(6) The name of the firm shall be A and B.

(10) A shall be free to attend to business as much or as little as he may choose and to absent himself from the office as often and as long as he likes, but B is to devote his whole time and attention to the firm's business.

Previous to 31st December, 1927, the old firm had been assessed for income tax for the year 1927-28 and were given the special relief allowed under s. 29 (3) of the Finance Act, 1926. In consequence they had to be assessed on the same basis for the year 1928-29, the first income tax year of the new partnership. A has taken advantage of clause 10 of the new partnership agreement and has been gradually reducing his attention to business until he only attends at the office once a week. The firm's profits for the year ending 31st December, 1928, are very much less than those of any recent previous year, and it may be inferred, though it cannot be easily proved, that the fall is due to A's absence. The question arises whether A and B are entitled to relief under r. 11, Sched. D, of the Income Tax Act, 1918, which provides, in effect, that relief may be granted where a change takes place in a partnership, within the year of assessment, by reason of dissolution of the partnership as to all or any of the partners, if the partners prove that the profits have fallen or will fall short from some specific cause, to be alleged, since such change took place, or by reason thereof. The inspector of taxes says that he is "afraid" that the section does not apply where an old partnership is renewed on different terms, but the opinion of The Solicitors' Journal will be much appreciated.

A. The inspector is incorrect in his contention. It is quite clear that the original partnership was dissolved, and the fact that the new partnership is constituted of the same persons makes no difference whatever to the applicability of r. 11 of Cases I and II of Sched. D, Income Tax Act, 1918. The question, of course, is one of fact for the determination of the Commissioners, and it is thought that no difficulty will be experienced in obtaining a ruling in favour of the firm. Whether or not the fall in profits is due to the absence of A does not matter so long as there is a definite "specific cause" operating since the change took place. The "specific cause" may have commenced to operate before the change took place, but, so long as it continues after the change, relief is admissible.

Private Street Works Act, 1892.

Q. 1604. Sections 15 and 18 of the above-named Act authorise an urban authority to pay the whole or any part of the expenses of private street works out of the district fund or general district rate, or to borrow the necessary funds with the consent of the Local Government Board on the security of the district fund and general district rate.

In a case where a highway has over a period of two and a half-years become in such a state as to prejudice public health and decency, have the frontagers any power to enforce the urban authority concerned to proceed by virtue of ss. 15 and 18 to pave and flag the road? Two portions of the road in question have been made up, and a portion of that not made up abuts upon land which is the property of the local authority. The delay is said to be due to building operations not being complete.

A. Having regard to the provisions of the Private Street Works Act, 1892, the frontagers have not apparently any direct power to enforce the urban authority to pave and flag the road in question. The machinery for the operation of this Act is prescribed by s. 6 and consists of a formal resolution of the authority for the sewering, paving, flagging and general making of a street, and it is apparently entirely within the discretion of the authority as to whether they pass a resolution or not. No independent power is given to the owners concerned, but experience suggests that concerted action by the frontagers, supported by a petition to the Ministry of Health, might induce the council to take action. So far, however, as the power of the authority to contribute to the expense under s. 15 is concerned, this again, is entirely a matter for the council, though it is a power which is not often exercised, so that the parties interested will probably have to meet all the expense—though payment can be spread over a number of years under s. 257 of the Public Health Act, 1875. So far as the reference to s. 18 is concerned, the question of borrowing will not arise unless the authority agree to contribute to the cost, which is unlikely.

Purchase by Executor having as such the Legal Estate—Executor and another entitled in Equity as Tenants in Common—Procedure.

Q. 1605. A died intestate in August, 1913, seised in fee simple free from incumbrances of a freehold property "Whiteacre." A left a widow B, two sons C and D and a

daughter E him surviving. Letters of administration were granted to B in September, 1913. The property thus vested in C, A's eldest son and heir-at-law who died in September, 1915, having by his will given his mother B a life interest in his estate and having directed that at her death his estate should be realised, and subject to the payment of certain legacies divided between his brother and sister D and E. Letters of administration of C's will were granted to B. B died in November, 1927, having by her will appointed her son D and her daughter E executors thereof, and her will was proved by E in January, 1928, power being reserved to D to prove, which power has not been exercised. E now desires to purchase "Whiteacre," and D has consented to the sale at an agreed figure, and the question arises, what is the best method of carrying the sale into effect. It is suggested that as the legal estate is presumably vested in E as personal representative of B, the tenant for life under C's will, she should assent to the vesting of "Whiteacre" in herself and D as joint tenants on the statutory trusts, and they would then, in their capacity as trustees for sale, both convey to E at the agreed sum. Is this the correct procedure or, if not, what is ?

A. On A's death B was entitled to dower which would merge on her acceptance of the life interest devised by C. Presumably the legacies were paid and the legal estate in fee simple having vested in B is now in E as her executrix. D and E being entitled in equity as tenants in common in equal shares, there appears to be no reason why D should not convey his undivided equitable share to E at half the agreed purchase price. E as executrix would then assent to the vesting in herself of the property in fee simple absolutely.

Statutory Trusts—Death of Surviving Trustee testate —Desirability of appointing New Trustees when no Sale is in contemplation.

Q. 1606. Prior to 1926 certain freehold property was conveyed to A and B as tenants in common in equal shares. A died on 1st January, 1926, and letters of administration to his estate were granted to B. On A's death his beneficial interest in the property became vested in B and C equally, so that B was beneficially interested in the proceeds of sale to the extent of three equal fourth parts, and C to the extent of one-fourth. B died in 1927, having by his will appointed C and two others executors and trustees under which will C is entitled to the income of the property for life. No new trustees have been appointed. It is not intended at present to sell the property. Should the executors of the will of B now appoint new trustees of the property, and, if so, can they appoint themselves ?

A. There seems to be no necessity now to make an appointment, and when a sale is ultimately effected the expense of an appointment may be saved if two of the executors of B then survive, as they could exercise the trusts : T.A., 1925, s. 18. If an appointment is decided upon C and his co-executors can appoint themselves : T.A., 1925, s. 36 (1).

Settled Land—Death of Tenant for Life— Reversionary Trust for Sale—Title.

Q. 1607. A by his will dated the 3rd July, 1922, appointed his wife, his son and son-in-law executors and trustees of his will, and after certain bequests gave and devised his dwelling-house unto his trustees upon trust to permit his wife to have the use and enjoyment thereof during her life or widowhood, and from and after the death or re-marriage of his said wife he directed that the said dwelling-house and premises should fall into and form part of his residuary real and personal estate. Testator devised and bequeathed all his real estate and all his personal estate unto his trustees upon trust for sale. A died on the 17th November, 1922, and his will was proved on the 21st July, 1923, by the three executors therein named. The widow died on the 1st November, 1926. To put the title in order, should not the personal representatives of the deceased widow take out a grant affecting settled land, and also assent to the vesting of the property in the surviving trustees of A ? The vendors' solicitors contend this is not necessary according to s. 28 (1) of the L.P.A., 1925, as amended ?

A. Yes. On 1st January, 1926, the legal estate vested in the widow pursuant to the L.P.A., 1925, 1st Sched., Pt. II, paras. 3 and 6 (*c*). In accordance with the decision in *Re Bridgett & Hayes' Contract*, 1927, 71 Sol. J. 910, the grant will go to the widow's general representatives since the land no longer remains settled land, and her representatives, as and when constituted, will pay or provide for death duties and assent in favour of the trustees of A's will. The L.P.A., 1925, s. 28 (1), does not appear to affect the devolution of an estate.

Legal Parables.

XXVIII.

The Public Man, the Upright Reporter and the Resourceful Advocate.

Once upon a time there was a Public Man who got into rather a nasty scrape away from home. So he went to a solicitor and told him all about it ; and he explained that he didn't worry much about it, as he could pay any fine, so long as it didn't get into the papers. "For," he said, "in my own town I am a Public Man. I have been mayor, I am president of the local chamber of commerce, the hospital committee and the rescue association, to say nothing of various athletic clubs. If this gets into the papers here, someone will assuredly notice it and it will get into our local papers ; and that will be very awkward for me, in view of my position—especially with reference to the rescue association. I mean to say, a Public Man has to be so careful."

"It's a pity you weren't more careful," replied the solicitor. "Or at least you might have given a false name and not have held forth in the police station about being a Public Man."

"The question is," said his client, "can you keep it out of the papers ? I'd pay anything !"

"You shall !" answered the solicitor firmly. "But I must think this over. I know the reporter at the police court, but I'm none too friendly with him. It'll tax my resources rather to do the trick, but it's just possible."

So he went to the reporter, who was a very Upright Man, and he said : "Look here ! I don't know why, but you never seem to give my cases much of a show in your papers. I've done you no harm, and yet you rarely so much as mention my name, and when I have a real success you make very little of it. You know we advocates mustn't advertise ourselves, but the press can help us a great deal if they will. Can't we be better friends ? I've got a most important and interesting case coming on to-morrow, and I wondered . . ."

But the Upright Reporter, who had been growing very red, interrupted him. "This is the first time anyone has tried to corrupt me," he said. "Yes, sir ! I said *corrupt* me" (as the Resourceful Advocate began to disclaim any such intention). "I give the public a fair report of whatever is of true interest without either catering for depraved tastes or advertising *second-rate attorneys*. And I may add, sir, that unless your important and interesting case is of more importance and interest than your cases usually are, there will be very little, if any, space allotted to it."

So the Resourceful Advocate, apparently much abashed, said the Upright Reporter had grievously misunderstood him, and left it at that. And the case of the Public Man never appeared in the papers at all. And the Public Man gratefully paid the Resourceful Advocate a beautifully large fee.

Mr. James William Lowson, solicitor and Bank Agent, Forfar, left personal estate in Great Britain of the gross value of £25,074.

Notes of Cases.

Court of Appeal.

Hobbs *v.* **Tinling & Company Limited.**

Scrutton, Greer and Sankey, L.JJ. 13th March.

PRACTICE—ACTION FOR LIBEL—NO PLEA OF JUSTIFICATION OR FAIR COMMENT—PLEA IN MITIGATION OF DAMAGES—WRONGFUL ADMISSION OF QUESTIONS IN CROSS-EXAMINATION—CROSS-EXAMINATION OF PLAINTIFF ON ACTS AND CONDUCT UNCONNECTED WITH THE LIBEL—PREMATURE INTERVENTION OF JURY—COMMUNICATIONS FROM JURY NOT SHOWN TO COUNSEL—NO SUMMING UP BY JUDGE—UNSATISFACTORY TRIAL—NEW TRIAL ORDERED.

Appeal from a verdict and judgment at a trial by Lord Hewart, C.J., and a special jury.

The plaintiff claimed damages for alleged libel published in the defendants' newspaper. On 9th March, 1925, the plaintiff was found guilty of conspiracy to defraud in connexion with a successful attempt to blackmail an Indian prince visiting Europe. On 10th March there were published in the defendants' newspaper, as well as in a number of other newspapers, defamatory articles purporting to give the previous life history of the plaintiff, containing a series of allegations of crime and misconduct not connected with the offence for which he had just been convicted. The statement of claim in this action set out the libel in the second paragraph, and in its third paragraph it alleged an innuendo which practically repeated the statements in the libel, but began with a general statement "that the plaintiff had practised dishonest methods all his life," and ended with a statement "that he had been all his life a notorious criminal." There was no plea of justification nor fair comment, but in respect of paragraph 2, setting out the libel, the defendants paid 20s. into court as sufficient damages; the defendants, however, made no payment into court in respect of the innuendo in paragraph 3, with regard to which they denied "that the words were capable of bearing the alleged meanings or any of them." The defendants also filed a plea in mitigation of damages under Ord. XXXVI, r. 37. At the trial the plaintiff's counsel, in opening the case, gave the story of the plaintiff's previous life, and said that apart from his conviction he was a man of unblemished reputation. The plaintiff gave evidence substantially on the lines of his counsel's opening, concluding with a statement, which was not disputed, that except in the case of the Indian prince, there had been no criminal charge made against him in his life. Counsel for the defendants contended that as the plaintiff had put his good character in issue by affirmative evidence, he was entitled to cross-examine the plaintiff to credit on specific incidents and conduct not mentioned in the libel nor in the particulars given by the defendants, to mitigate the damages, to negative the plaintiff's good reputation, and to show the circumstances in which the libel was published. Objection was taken to this line of cross-examination, but the questions were allowed. During the cross-examination of the plaintiff the jury intervened, making what was described as a "tentative intimation" to the judge and following it up by a communication that they were unanimously agreed that they had heard sufficient evidence. These communications were not shown to counsel. After the plaintiff's counsel had addressed the jury, and without any summing up by the judge, the jury returned a verdict for the plaintiff for one farthing damages, and judgment was entered for the defendants, they having paid 20s. into court. The plaintiff appealed.

The COURT allowed the appeal and granted a new trial, holding that the plaintiff had not had a satisfactory trial, in that cross-examination of the plaintiff was wrongly allowed and the jury were not properly directed. The ruling that the plaintiff might be cross-examined on specific instances and conduct not mentioned in the libel or particulars, in order to mitigate damages, was wrong. The cross-examination of the plaintiff was legitimate in so far as it purported to be cross-examination to credit, but the absence of a proper direction on the issues raised vitiated the trial. The communications from the jury should have been shown to counsel. There must be a new trial.

COUNSEL: *Serjeant Sullivan*, K.C., and *Martin O'Connor*; *Norman Birkett*, K.C., *Roland Oliver*, K.C., and *E. G. Kimber*.

SOLICITORS: *Edmund O'Connor & Co.*; *Oswald Hickson, Collier & Co.*

[Reported by T. W. MORGAN, Esq., Barrister-at-Law

High Court—Chancery Division.

In re **Peacock: The Public Trustee** *v.* **Birchenough.**

Clauson, J. 5th March.

WILL—CONSTRUCTION—GIFT TO SERVANTS—"ONE YEAR'S WAGES IN ADDITION TO ANY WAGES OWING BY ME TO THEM"—EXTRA ALLOWANCES AND OTHER PERQUISITES RECEIVED BY OUTDOOR SERVANTS—INCLUDED OR NOT IN BEQUEST.

Originating summons.

This was a summons taken out by the Public Trustee as trustee of the testator's will to determine (*inter alia*) the question whether, in calculating the amount of the gift of one year's wages, various perquisites, payments and other benefits to which certain of the testator's servants were entitled during the testator's lifetime, in addition to the wages received in cash, ought to be taken into account, or whether the respective amounts of such legacies should be calculated on the basis of the rate of cash wages actually paid to each servant at the date of the testator's death. The facts were as follows: The testator, in a fourteenth codicil made to his will on 17th March, 1925, left to "every servant whether indoors or outdoors and whether a yearly servant or otherwise who shall have been in my service for three years or upwards previous to my death and shall be in my service at the time of my death, one year's wages, in addition to any wages owing by me to them respectively, and in addition thereto I bequeath to my head gardener H. G. King two years' wages, to my electrician Walter Day one year's wages and to my coachman T. J. Watts one year's wages." The testator died on 10th March, 1928. Seven of the servants who claimed under the bequest received various payments, perquisites and other benefits in addition to their ordinary cash wages, and several of them occupied cottages free of rent. Day, the electrician, occupied a cottage free of rent from 1913 to 1926. In 1926 the tenancy of the cottage came to an end and from that date till his death the testator paid Day £76 10s. a year in addition to his ordinary wages. For the servants it was contended that "wages" did not necessarily mean only "wages in cash," but might also include wages in kind. The Legislature had itself recognised wages in kind under the Truck Act, 1831 (1 & 2 Will. 4, c. 37), s. 25, and the Truck Amendment Act, 1887 (50 & 51 Vict., c. 46), s. 4. The matter had been dealt with by Swinfen Eady, L.J., in *Kemp* v. *Lewis*, 1914, 3 K.B. 543 and 547. A servant could sue for loss of perquisites as well as money wages: *Lake* v. *Campbell*, 1862, 5 L.T. 582. There were also the cases of *In re Forrest*, 1916, 2 Ch. 386, and *In re Travers*, 1916, 115 L.T. 604. It was also contended that Day was entitled to the £76 10s. in addition to his ordinary wages, and the judgment of Buckley, L.J., in *Rosengust* v. *Browning & Co.*, 1908, 2 K.B. 108 and 112, was referred to. For the residuary legatees the case of *In re Jackson*, 1923, 2 Ch. 365, was referred to, and it was contended that the bequest to the gardener did not include the value of the cottage any more than the bequest to the housemaid included the value of her room in the house.

CLAUSON, J., after stating the facts, said: The point to be determined does not appear to be covered by authority, but

it is fairly clear what the testator intended. All these extra allowances are very familiar to all owners of country estates and would not be included in what the owner meant when he used the word "wages." This view is strengthened in this case by the use of the words "in addition to any wages owing by me to them." I desire no assistance from the Truck Acts or from authority. I can only apply what I consider to be the ordinary meaning of the word "wages," and I have no doubt that the testator meant cash wages only. Day is in the same position as the other servants. He is only entitled to the same amount as he would have been entitled to if he had been still occupying a cottage rent free.

COUNSEL: *P. M. Walters; H. A. Rose; L. W. Byrne; R. J. Metcalfe.*

SOLICITORS: *Evelyn Jones & Co.*, for *Jackson & Sons*, Ringwood; *Whitfield, Byrne & Dean*, for *Blunt & Brocklehurst*, Macclesfield.

[Reported by L. M. MAY, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

The Right Rev. W. W. Perrin *v.* A. Dickson (Inspector of Taxes).

Rowlatt, J. 13th March.

REVENUE—INCOME TAX—SUMS DUE UNDER ASSURANCE POLICIES—RETURN OF CAPITAL—NOT A TAXABLE ANNUITY.

Case stated by the Special Commissioners of Income Tax.

By a policy of assurance dated the 18th September, 1912, the appellant, the Bishop of Willesden, effected an assurance with the Clergy Mutual Assurance Society for an annuity for and on behalf of his son, Michael W. Perrin, under which it was agreed that in consideration of premiums of £90 15s. 10d. paid for each of the years 1912 to 1917, inclusive, the society would pay to the guardian of Michael W. Perrin an annuity of £100 for each of the seven years 1920 to 1926, inclusive, if he should live so long. A similar policy was taken out by the appellant in respect of his daughter, the premium being £33 7s. 6d. for the years 1912 to 1917, inclusive, and the annuity payable £50 for each of the five years 1920 to 1924, inclusive. The sums payable were calculated so as to return to the appellant the amount he had paid to the society with compound interest at the rate of 3 per cent. The appellant duly received the sums payable under the policies, and was assessed under Sched. D to income tax in respect of them. The Special Commissioners held that the payments by the Society to the appellant were annuities, and as such, were liable to income tax. The appellants now appealed.

ROWLATT, J., said that the question was whether there was an income annuity subject to tax. When one bought an annuity it involved spending capital to buy income; one had income instead of capital. He referred to *Foley* v. *Fletcher*, 3 H. & N. 769; *Secretary of State for India* v. *Scoble*, 47 SOL. J. 296; 1903, A.C. 299; and *Chadwick* v. *Pearl Life Assurance Co.*, 1905, 2 K.B. 507, and said that what mattered was whether there was the liquidation of a principal sum, if so, there was no annuity. In the present case the essence of the matter was that the appellant recovered his capital, and the appeal must be allowed, with costs.

COUNSEL: *Latter*, K.C., and *Cyril King*, for the appellant; *the Solicitor-General* (*Sir Boyd Merriman*, K.C.) and *R. P. Hills*, for the Crown.

SOLICITORS: *Druces & Attlee; Solicitor of Inland Revenue.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Probate, Divorce and Admiralty Division.

In the Estate of Martha Birch. Hill, J. 29th January.

PROBATE PRACTICE—SETTLED LAND—DEATH OF TENANT FOR LIFE INTESTATE WITHOUT KNOWN KIN—DETERMINATION OF SETTLEMENT—GENERAL GRANT OF ADMINISTRATION TO REMAINDERMAN UNDER SETTLEMENT—NO CITATION REQUIRED—ADMINISTRATION OF JUSTICE ACT, 1928 (18 and 19 Geo. 5, c. 26), s. 9 (*b*).

This was a motion for a general grant of letters of administration under the Administration of Justice Act, 1928, s. 9 (*b*). George Birch, by his will, devised his freehold property to his wife, Martha Birch, for her life, with remainder to his daughter Louisa Mary Wright absolutely. Martha Birch died on 27th March, 1928, intestate, a widow without known next-of-kin, not having appointed any trustees of the settled land for the purposes of the Settled Land Acts. The deceased left only personal effects of small value. The Treasury Solicitor had intimated that he would take no part in the matter. Cyril Henry Birch, the surviving executor of the will of George Birch, now applied for a general grant of administration to the estate of Martha Birch, to be made to Louisa Mary Wright.

HILL, J., made a general grant of administration as prayed, without requiring the issue of any citation.

COUNSEL: *F. L. C. Hodson* (*T. Bucknill* with him) for the applicant.

SOLICITORS: *Sharpe, Pritchard & Co.*, for *Shoosmiths and Harrison*, Northampton.

[Reported by J. F. COMPTON-MILLER, Esq., Barrister-at-Law.]

Stroud *v.* Stroud, otherwise Grantham,

Rowlatt, J. 9th February.

NULLITY—PRACTICE—POWER OF DISTRICT REGISTRAR TO APPOINT MEDICAL INSPECTORS—APPOINTMENT OF DOCTORS NOT ON ROTA—POOR PERSONS RULES, 1925—JUDICATURE (CONSOLIDATION) ACT, 1925 (15 & 16 Geo. 5, c. 49), s. 32.

At the hearing on 15th December, 1928, at Lewes Assizes, of this undefended petition for nullity on the ground of the wife's impotence, the question arose as to whether a District Registrar had power to appoint medical inspectors for the purpose of examining the parties and reporting to the court. The Registrar had appointed two local doctors practising in Eastbourne, not being upon the rota of medical inspectors for the Divorce Division. Rowlatt, J., pronounced a decree *nisi*, but adjourned the question affecting jurisdiction to London for argument, directing that the decree should not be drawn up pending his decision. The case, which was brought under the Poor Persons Rules, had proceeded throughout in the District Registry. On the 9th February, 1929, when the matter came again before the court, counsel for the petitioner submitted that the District Registrar had power to appoint medical inspectors. The power to appoint medical inspectors was based on the former ecclesiastical practice under which the appointment was exercised by the Registrar. Section 32 of the Judicature Act, 1925, laid down "That when no special provision is contained in this Act or in rules of court with reference thereto, any such jurisdiction shall be exercised as nearly as may be in the same manner as that in which it might have been exercised by the court to which it formerly appertained." By the Poor Persons' Rules, Order XXXVA, s. 2 a proceeding by a poor person under the Matrimonial Causes Acts might be commenced in a district registry, and as regards any such proceeding the District Registrar was to be deemed to act as and to have the powers and duties of a registrar in the Divorce Registry.

ROWLATT, J., said that he was satisfied that the District Registrar had properly exercised his powers. The question of procedure having now been cleared up, there would be a decree *nisi* dating from 15th December.

COUNSEL: *Linton Thorp*, for the petitioner.

SOLICITORS: *Nye, Moreton & Clowes*, for *Hingley & Roll*, Eastbourne.

[Reported by J. F. COMPTON-MILLER, Esq., Barrister-at-Law.]

In Parliament.

Royal Commission.

The Royal Assent was given to the following Bills before the Easter recess :—

Agricultural Credits (Scotland).
Northern Ireland Land.
Factory and Workshop (Cotton Cloth Factories).
Local Government.
Unemployment Insurance (Northern Ireland Agreement).
Unemployment Insurance (Transitional Provisions Amendment.
Parliament Square and other Streets.

Progress of Bills :—

House of Lords.

Gas Undertakings Bill [H.L.]. Read the Third Time and sent to The Commons 25th March.

Reconstituted Cream Bill. Brought from the Commons and Read a First Time 27th March.

Savings Bank Bill. Brought from the Commons and Read a First Time 27th March.

House of Commons.

Pacific Cable Board Bill. Read a Second Time and committed 25th March.

Bastardy (Witness Process) Bill. Read a Second Time and committed 25th March.

Preservation of Infant Life Bill [H.L.]. Read a Second Time and committed 25th March.

Salmon and Freshwater Fisheries (Amendment) Bill. Read a Second Time and committed 25th March.

Bridges Bill [H.L.]. Read a Second Time and committed 26th March.

Police Magistrates Superannuation (Amendment) Bill. Read a Second Time and committed 26th March.

Questions to Ministers.

FOOD PRICES (MILK).

Mr. R. Morrison asked the President of the Board of Trade whether he has now received the Report of the Food Council upon milk prices ; and when it will be published ?

The President of the Board of Trade (Sir Philip Cunliffe-Lister) : The Report was published on 14th March. 19th March.

LANDSCAPE DISFIGUREMENT (TELEGRAPH POLES).

Sir R. Thomas asked the Postmaster-General whether he is aware that many villages and scenes of natural or artificial beauty are disfigured by telegraph poles ; and whether, in view of the economic value of such places as attractions to tourists, he will circularise local authorities announcing his willingness to consider means for the removal, where possible, of disfigurements for which his Department is responsible upon the receipt of suggestions from the local authorities concerned ?

Sir W. Mitchell-Thomson : Every endeavour is made to preserve amenities, but it is essential to the development of the telephone service that the costs of construction and maintenance should be kept low. I regret I should not be justified in incurring unremunerative expenditure in removing existing pole lines. I am willing to consider any suggestions made by local authorities provided that the cost of removal does not fall on the Post Office. 19th March.

HOUSING SCHEMES AND RENT RESTRICTION ACTS.

Sir W. Davison asked the Minister of Health whether his attention has been called to the fact that housing schemes for the erection of dwellings to accommodate working-class persons are being held up by reason of the fact that there are two or three persons on the site who decline to accept alternative accommodation on account of their rights to continue their present tenancies under the Rent Restrictions Act ; and whether any action will be taken by the Government to deal with cases of the kind ?

Mr. Chamberlain : My hon. Friend will no doubt recollect that under para. (*c*) of s. 5 (1) of the Increase of Rent and Mortgage Interest (Restrictions) Act, 1920, as amended by s. 4 of the Act of 1923, the courts are empowered to grant possession if a house is reasonably required for any purpose which is in the public interest. I know of at least one case in which this power has been used to facilitate the carrying out of a housing scheme. With regard to the suggested amendment of the Act, I would remind my hon. Friend that it was found necessary to extend the Rent Restrictions Acts in their present form for another year owing to the impossibility of finding time during this Parliament to consider any amendments. 20th March.

SHOP HOURS ACT.

Sir Thomas Watts asked the Home Secretary if he is aware that there is dissatisfaction throughout the country over the exemptions allowed under the Shop Hours Act, 1928 ; and does he propose to take any action to allay this feeling ?

Sir W. Joynson-Hicks : I do not think that there is any such general dissatisfaction as my hon. Friend represents, and my own experience is that any dissatisfaction which does exist is very largely due to ignorance of the Act. If I might venture to make the suggestion, a great deal might be done by the hon. Members themselves to dispel this misunderstanding by explaining the position to their constituents, and I should be happy to give them any assistance I can in this direction. 21st March.

LEAD PAINT ACT.

Mr. Viant asked the Home Secretary whether he can indicate generally the results of the working of the Lead Paint Act, 1926 ; and whether he will now consider the propriety of ratifying the International Convention of 1921 with regard to white lead ?

Sir W. Joynson-Hicks : Reports recently received indicate that, as a result of the co-operation between the inspectors and the industry, substantial progress has been made in compliance with the Act and Regulations, but, as the Regulations only came into operation on the 1st October, 1927, and have, therefore, been in force for less than eighteen months, it is not possible yet to form any reliable estimate as to their efficiency. The Act was passed on the understanding that, before prohibition was resorted to, the effect of regulations should be tried, and I am not, therefore, prepared to re-open this question at present. 21st March.

SHOPS (HOURS OF CLOSING) ACT.

Dr. Davies asked the Home Secretary if he proposes to take any steps either to extend or remove the exemptions for the sale of goods granted under the Shop Hours Act, 1928 ?

Sir W. Joynson-Hicks : I would refer my hon. Friend to the answers I gave to questions on this subject on the 4th inst. For the reasons then explained, it would, in my opinion, be much too soon, when the Act has been only a few months in operation, to consider proposals for its revision. 21st March.

LICENSED CLUBS.

Sir T. Watts asked the Home Secretary the present position with regard to the request of the clubs for a restoration of their pre-War privileges ?

Sir W. Joynson-Hicks : Nothing could be done in respect to the statutory obligations on clubs except by legislation which, as my hon. Friend will realise, cannot be undertaken at present. 21st March.

PRISONERS AWAITING TRIAL.

Mr. Pethick-Lawrence asked the Home Secretary whether, in view of recent cases in which prisoners have been detained in prison for five or six weeks awaiting trial when nearby assizes and sittings of the Central Criminal Court have taken place in the meanwhile, he will consider issuing a circular to magistates calling their attention to the provisions of the Criminal Justice Act, 1925 ?

Sir W. Joynson-Hicks : As at present advised, I have no reason to think that such a state of facts does exist, but if the hon. Member will give me particulars of the cases he has in mind, I will look into them and consider his proposal. 21st March.

IRISH FREE STATE (COUNCIL OF STATE).

Viscount Sandon asked the Secretary of State for Dominion Affairs what reply has been made to the representations received from the Government of the Irish Free State as to the constitution and composition of the Council of State ?

Mr. Amery : It has been agreed, as the result of correspondence with His Majesty's Government in the Irish Free State, that the position could most appropriately be discussed at the next meeting of the Imperial Conference. 25th March.

METROPOLITAN COUNTY COURTS.

Mr. SMEDLEY CROOKE asked the Home Secretary if he will consider the advisability of taking the necessary steps to place the Metropolitan County Courts in the same status as the provincial county courts in regard to jurisdiction, and amend s. 84 of the County Courts Act of 1888 accordingly?

THE ATTORNEY-GENERAL (Sir Thomas Inskip): I have been asked to reply. The rule in the Metropolitan County Courts is that proceedings may be taken in the Court of the district in which the plaintiff or defendant dwells or carries on business, as opposed to the rule in provincial county courts where proceedings have to be taken within the district in which the defendant dwells or carries on business. In the latter case, however, proceedings may be commenced with the leave of the court in the district where the cause of action arose, and any alteration on the lines suggested would inevitably result in a number of successful applications of this nature, involving more trouble and expense to the administration of the courts and to the suitors themselves than under the present system. I would remind the hon. Member that the area comprising Metropolitan County Court districts is not so large as many a provincial county court district and has better travelling facilities. 25th March.

Societies.

Birmingham Law Society.

The Annual General Meeting of this Society was held at the Law Library, Birmingham, on Wednesday, the 27th ult., the President, Mr. H. B. Carslake, occupying the chair. The annual report and the statement of accounts for the year 1928 were submitted and adopted. The report showed a membership of 415, of whom eleven were new members, and an excess of income over expenditure of £322 8s. 3½d. An interesting feature of the report was the section devoted to poor persons procedure, from which it appeared that ninety-two cases had been disposed of by the committee during the year, in seventy-six of which the poor persons had been successful, and that 222 applications for certificates had been received in the twelve months. At the close of 1928 seventy-four applications were pending, as compared with thirty-seven at the end of the previous year (1927). The committee have expressed the opinion to The Law Society that the means limit for poor persons laid down in the rules is, having regard to the present cost of living, too low, and these representations are now understood to be having consideration. With the report is incorporated that of the Board of Legal Studies for the year 1927-28. Satisfactory results are recorded, an encouraging feature being the number of students in the neighbourhood of Birmingham who continue their studies beyond the compulsory period. The President, in moving the adoption of the report and accounts referred to the loss which the Society had sustained through the death of Mr. A. L. Lowe, C.B.E., a former president and vice-president, and for many years Senior Registrar of the Birmingham County Court, and referred to the establishment at the Birmingham University of a faculty of Law, the conferment of the honourary degree of Doctor of Laws on Mr. R. A. Pinsent and the appointment of Mr. A. H. Coley as Hon. Lecturer in Legal Ethics. Speaking of the Law Society's projected scheme for pensions for solicitors' clerks, Mr. Carslake said that the committee approved of the principle of the scheme and were awaiting further information as to its practical working. It seemed clear that it would not benefit the older clerks, except in so far as they would have the satisfaction of doing something for their successors. The motion was seconded by Mr. G. Higgins.

Mr. R. A. Pinsent, speaking in support, welcomed the pension scheme, but said it was rather hard that the older clerks should be left to be supported by the members' successors in practice. Let them try to arrange for the younger men to have something to look forward to, so that their services might be rewarded partially by the men who had benefited by their work. The report was adopted.

The Society's bronze medal and a prize of books was presented to Mr. F. E. Dawes, who obtained second-class honours, and four other students (articled to members of the Society) who gained third-class honours were presented with book prizes. The members present included Messrs. G. Higgins, A. H. Coley, LL.D., G. A. C. Pettitt, S. Vernon, F. H. C. Wiltshire, M.C. (Town Clerk), L. A. Smith, L. J. Biddle, A. W. Dickson, S. James, W. C. Atkins, F. H. Wilson, D. A. Clarke, C. K. Langley, W. E. Crook, G. A. L. Hatton, W. C. Matthews, S. Smith, H. W. Lyde, C. C. Harding, H. G. Hadfield, F. T. Christophers, H. W. Wilkes, F. C. James, G. Tyndall, C. E. Amphlett, C. Parkhouse, A. R. Allee, A. C. Sherwin, J. W. Hallam, R. E. James, H. R. Winterton, F. Dawes, F. E. Dawes, H. A. Hodgkinson, R. A. Pinsent, and J. F. West.

The Barristers' Benevolent Association.

The annual general meeting will be held in the Old Hall, Lincoln's Inn, on Thursday, 18th April, at 4.30 p.m. The Hon. Mr. Justice Eve will preside. All members of the Inns of Court are invited to attend. The following twenty members of the association are eligible and willing to serve on the committee of management for the ensuing year as ordinary members thereof: Messrs. A. F. Topham, K.C., J. E. Singleton, K.C., C. J. W. Farwell, K.C., Gavin T. Simonds, K.C., C. M. Pitman, K.C., S. L. Porter, K.C., E. W. Hansell, K.C., Fergus Morton, K.C., Theobald Mathew, H. C. S. Dumas, H. C. Davenport, C. W. Lilley, W. C. Cleveland-Stevens, W. N. Stable, F. J. Tucker, W. Everard Dickson, Charles Romer, H. H. Maddocks, F. R. Evershed and Theodore Turner. Further subscribers and increased subscriptions are urgently needed.

Law Students' Debating Society.

At a meeting of the society held at The Law Society's Hall, on Tuesday, the 26th ult. (Chairman, Mr. A. S. Diamond), the subject for debate was: "That this house congratulates the Government on its Russian policy." Mr. L. F. Sturge opened in the affirmative, and was followed by Mr. H. M. Pratt in the negative. The following members having spoken, viz., Messrs. G. Thesiger, C. C. Ross, E. F. Tur, S. Lincoln, H. W. Daniels, M. C. Batten, and R. D. Graham, the opener replied, and the motion, on being submitted to the meeting, was carried by three votes. There were ten members and two visitors present.

A dance will be held at The Law Society's Hall, Chancery lane (by kind permission of the Council of The Law Society), on Friday, 19th April, 1929. Clifford Essex Band. (Tickets, 10s. 6d. single; £1 double.)

The Hardwicke Society.

At a meeting held on Friday, the 22nd ult., in the Middle Temple Common-room, the motion: "That this house approves the Liberal scheme for banishing unemployment" was lost by one vote.

The debate was opened in the affirmative by Mr. Hubert Moses, followed by Mr. A. Newman Hall, who opposed the motion. The following also took part in the debate: Messrs. G. Corderoy, Ifor Lloyd (Vice-President), Melford Stevenson, J. H. Peirson, Seager Berry, A. L. Ungoed Thomas, J. C. Leonard, and John Cremlyn.

The chair was taken by the President (Mr. L. A. Abraham)

Legal Notes and News.

Honours and Appointments.

Mr. J. A. BISHOP, prosecuting solicitor for the Borough of Brighton, and first assistant solicitor to Mr. J. H. Rothwell, C.B.E., the Town Clerk of that borough, has been appointed Prosecuting Solicitor to the City of Liverpool. Mr. Bishop was admitted in 1908.

Mr. A. ERIC GILFILLAN, assistant solicitor to Mr. J. H. Rothwell, C.B.E., Town Clerk, Brighton, has been appointed Assistant Town Clerk of Barnsley. Mr. Gilfillan was admitted in 1927.

Mr. C. HEYWORTH, solicitor, Waterfoot (Lancs.), has been appointed assistant solicitor to Mr. A. W. Forsdike, Town Clerk of Kingston-on-Thames.

Mr. J. C. MCGRATH, Solicitor, has been appointed Clerk of the Peace, and of the West Riding of Yorkshire County Council in succession to Mr. F. A. Darwin, who is retiring after holding those appointments for forty years. Mr. McGrath—who was admitted in 1901—has for some time held the appointment of Deputy Clerk of the County Council.

Mr. WILLIAM J. LANDRAY (Bath) has been appointed Clerk to the Midsomer Norton Urban District Council in succession to Mr. W. P. Lang, recently appointed Town Clerk of Lymington.

Mr. W. S. SITWELL, Solicitor, Truro, has been appointed Registrar of the Diocese of Truro. Mr. Sitwell was admitted in 1898, and also holds the appointments of Clerk to the Lieutenancy and Undersheriff for the County of Cornwall.

Mr. A. H. Watkins, Solicitor, has been appointed Clerk to the Usk Urban District Council in succession to Mr. A. F. Lucas, who has resigned. Mr. Watkins was admitted in 1884 and is also Clerk to the Usk Scholarship Managers.

Mr. Edward Morris Gibson, Solicitor, 3, 4 & 5 Queen-street, E.C.4, and of Sutton (Surrey), has been appointed Clerk to the Magistrates for the Sutton and Cheam Petty Sessional Division. Mr. Gibson was admitted in 1891.

Mr. R. L. Elgie, M.A., LL.B., Assistant Solicitor to the East Suffolk County Council, has been appointed Solicitor and Clerk of the Harpur Trust, at Bedford. Mr. Elgie was admitted in 1926.

Professional Announcements.

(2s. per line.)

Messrs. Harold Elwell & Co., of 65 Coleman-street, E.C.2, have entered into partnership with Mr. Bruce Binford Hole, of 14 Regent-street, S.W., where he has been practising as "Binford Hole & Co." The practices will be carried on at 65 Coleman-street, E.C.2, under the style of "Elwell & Binford Hole."

Resignations.

Mr. F. H. Norman, Solicitor, Town Clerk of Bromley, is retiring after holding the appointment for thirty-nine years.

Mr. G. E. Hilleary, O.B.E., M.A., Solicitor, Town Clerk of West Ham since 1915, is retiring on medical advice. Mr. Hilleary was admitted in 1893, is Coroner of the County Borough and is a member of the firm of Hilleary's, 62 & 63 Mark-lane, E.C.3.

Wills and Bequests.

Mr. J. Lewis Phillips, solicitor, Llanelly, who died in London on 14th October last, left estate of the gross value of £3,897.

Mr. Robert Copp Fowler, O.B.E., F.S.A. (sixty-one), of Wayside, West End-lane, Pinner, one of the senior assistant keepers of the Public Records, Secretary of the Master of the Rolls Committee on Manorial Records, left estate of the gross value of £6,177.

Mr. Arthur William Rivington, Solicitor, of Fenchurch-buildings, E.C., and Chipperfield, Herts, Ward Clerk of Aldgate, a Past Master of the Worshipful Company of Stationers, left estate of the gross value of £6,691.

EASTER TERM.

Arrears of Work to be Overtaken.

The work of the courts in the Hilary Term at the Law Courts has been affected rather seriously by the influenza epidemic, and about 300 common law cases will be carried over to the Easter term, which opens on Tuesday next. In the Chancery Division and the Appeal Courts the business is well forward, and the same applies to the Divorce Division, where, despite the absence through illness of the President (Lord Merrivale) and Mr. Justice Bateson, excellent progress has been made, the undefended list of 540 matrimonial suits has been substantially disposed of.

So far as present indications go, the divorce list for the Easter Term will include between 500 and 600 undefended suits.

POLICE AND QUESTION OF BAIL.

Mr. Hay Halkett, the magistrate at Marylebone Police Court, recently called attention to the fact that the "ordinary rule" of refusing to allow bail to men who gave common lodging-house addresses had not been followed in the cases of several men charged before him that morning. Inspector Pearce replied that every facility was given for bail if the police thought it was safe. In these days they were rather being pressed on the subject of bail; that was why they were doing it. Asked by the Magistrate whether the police were altering their principle, the inspector replied that they were taking a rather wider view of the regulation, although the regulation was the same.

VALUATIONS FOR INSURANCE.—It is very essential that all Policy Holders should have a detailed valuation of their effects. Property is generally very inadequately insured, and in case of loss insurers suffer accordingly. **DEBENHAM STORR & SONS (LIMITED)**, 26, King Street, Covent Garden, W.C.2, the well-known chattel valuers and auctioneers (established over 100 years), have a staff of expert valuers, and will be glad to advise those desiring valuations for any purpose. Jewels, plate, furs, furniture, works of art, bric-a-brac a speciality.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate 5½%. Next London Stock Exchange Settlement Thursday, 11th April, 1929.

	Middle Price 3rd April	Interest Yield.	Yield with Redemption.
English Government Securities.		£ s. d.	£ s. d.
Consols 4% 1957 or after	84¾	4 14 6	—
Consols 2½%	55½	4 11 0	—
War Loan 5% 1929-47	102⅜	4 17 9	—
War Loan 4½% 1925-45	97½	4 12 6	4 13 6
War Loan 4% (Tax free) 1929-42	99¾xd	3 19 0	3 18 6
Funding 4% Loan 1960-1990	87xd	4 12 0	4 12 0
Victory 4% Bonds (available for Estate Duty at par) Average life 35 years	92¼	4 7 0	4 7 6
Conversion 4½% Loan 1940-44	97½	4 12 4	4 14 6
Conversion 3½% Loan 1961	76¾	4 11 6	—
Local Loans 3% Stock 1921 or after	63½	4 14 6	—
Bank Stock	253	4 14 6	—
India 4½% 1950-55	90½	4 19 6	5 3 0
India 3½%	67½	5 4 0	—
India 3%	57½	5 5 0	—
Sudan 4½% 1939-73	94	4 15 9	4 16 6
Sudan 4% 1974	86	4 13 0	4 14 0
Transvaal Government 3% 1923-53 (Guaranteed by British Government, Estimated life 15 years)	80½xd	3 13 6	4 12 6
Colonial Securities.			
Canada 3% 1938	86	3 9 6	4 17 6
Cape of Good Hope 4% 1916-36	92	4 7 0	5 7 0
Cape of Good Hope 3½% 1929-49	80	4 7 6	5 0 0
Commonwealth of Australia 5% 1945-75	99	5 2 0	5 2 0
Gold Coast 4½% 1956	96	4 13 9	4 16 6
Jamaica 4½% 1941-71	94	4 15 6	4 16 0
Natal 4% 1937	91	4 7 11	5 7 0
New South Wales 4½% 1935-45	90	5 0 0	5 8 0
New South Wales 5% 1945-65	98	5 2 0	5 3 0
New Zealand 4½% 1945	95	4 15 0	4 17 6
New Zealand 5% 1946	102	4 18 0	4 16 0
Queensland 5% 1940-60	96	5 4 0	5 5 0
South Africa 5% 1945-75	101	4 18 0	4 16 0
South Australia 5% 1945-75	98	5 2 0	5 2 0
Tasmania 5% 1945-75	98	5 2 0	5 2 0
Victoria 5% 1945-75	98	5 2 0	5 2 0
West Australia 5% 1945-75	98	5 2 0	5 2 0
Corporation Stocks.			
Birmingham 3% on or after 1947 or at option of Corporation	64	4 13 6	—
Birmingham 5% 1946-56	102	4 18 0	4 17 0
Cardiff 5% 1945-65	101	4 19 0	4 19 0
Croydon 3% 1940-60	69	4 6 9	4 19 0
Hull 3½% 1925-55	78	4 9 9	4 19 0
Liverpool 3½% Redeemable at option of Corporation	74	4 14 6	—
Ldn. Cty. 2½% Con. Stk. after 1920 at option of Corpn.	53	4 14 0	—
Ldn. Cty. 3% Con. Stk. after 1920 at option of Corpn.	63	4 15 3	—
Manchester 3% on or after 1941	63	4 15 0	—
Metropolitan Water Board 3% 'A' 1963-2003	63	4 13 9	—
Metropolitan Water Board 3% 'B' 1934-2003	64	4 13 6	—
Middlesex C. C. 3½% 1927-47	83	4 4 6	4 17 0
Newcastle 3½% Irredeemable	73	4 16 0	—
Nottingham 3% Irredeemable	62xd	4 16 0	—
Stockton 5% 1946-66	102	4 18 0	4 18 0
Wolverhampton 5% 1945-56	101xd	4 19 0	4 17 0
English Railway Prior Charges.			
Gt. Western Rly. 4% Debenture	81	4 19 0	—
Gt. Western Rly. 5% Rent Charge	98	5 2 0	—
Gt. Western Rly. 5% Preference	93	5 7 0	—
L. & N. E. Rly. 4% Debenture	76	5 5 0	—
L. & N. E. Rly. 4% 1st Guaranteed	72	5 11 0	—
L. & N. E. Rly 4% 1st Preference	64xd	6 4 0	—
L. Mid. & Scot. Rly. 4% Debenture	79	5 1 0	—
L. Mid. & Scot. Rly. 4% Guaranteed	76	5 5 0	—
L. Mid. & Scot Rly. 4% Preference	69	5 16 0	—
Southern Railway 4% Debenture	79	5 1 0	—
Southern Railway 5% Guaranteed	97	5 3 0	—
Southern Railway 5% Preference	90	5 11 0	—

LAW.—Conveyancing Clerk, admitted or unadmitted, wanted in London solicitors' office, capable of conducting matters with slight supervision; one accustomed to building society work preferred.—Write, stating age, previous experience and salary required, to Box C.U.15 (Advertisement Department), 5, New Bridge-street, E.C.4.

TO AMBITIOUS Unarticled Law Clerks.—Negus-Premier Law Clerks College (Legal Dept.) Byron-street, Bradford, has specially prepared Correspondence Courses for Law Clerks on the Law and Practice of Conveyancing; Solicitors' Book-keeping, Costs and Office Organisation; Probate and Estate Duty Practice; Common Law and Torts; A General Course for Junior Law Clerks; County Court Work and Practice; Workmen's Compensation; Income Tax Law and Practice; Law Society's Intermediate Examination; Law Society's Preliminary Examination, etc.; and particulars will be furnished on application. Mention course in which you are interested.

APPOINTMENTS WANTED.

BILLS OF COSTS to any extent settled, advised upon and taxed; town or country. Costs departments managed.—G. Porter Nixon & Co. 14, Bedford-row, London, W.C.1. Telephone: Chancery 8031.

SOLICITOR, B.A., LL.B. (Camb.), available for locum work or to assist busy solicitor, South, conveyancing, probate, trust, and general.—Box 95, Solicitors' Journal, 29, Breams-buildings, E.C.4.

COMPETENT clerk, single, aged 26, 12 years' experience, honest, trustworthy and reliable, excellent conveyancer, last situation chief of eight clerks, seeks engagement, good testimonials, country or seaside preferred.—Box No. 83, Solicitors' Journal, 29, Breams-buildings, E.C.4.

BILLS of Cost drawn on short notice, in solicitor's own office if required. Terms moderate. Taxations attended.—"E.C.," Box 82, Solicitors' Journal, 29, Breams-buildings, E.C.4.

YOUNG Solicitor (Honours), experience in Conveyancing, Probate, Common Law, Advocacy, and generally, and as Managing Clerk (country and London), desires post with good firm in Liverpool, North or Midlands.—Box 80, Solicitors' Journal, 29 Breams-buildings, E.C.4.

LITIGATION clerk (29) thoroughly experienced in county court and debt collecting practice; can take charge; knowledge of High Court and police court procedure; costs; accustomed to conducting own correspondence and interviewing; shorthand; typewriting. Excellent references.—Box 76, Solicitors' Journal, 29, Breams-buildings, E.C.4.

RETIRED Solicitor (University and Honours) is open to part time or temporary engagement, common law, chancery, conveyancing, without supervision if required. Remuneration according to requirements.—"O.P." Box 75, Solicitors' Journal, 29, Breams-buildings, E.C.4.

YOUNG Man, aged 19 (4½ years' legal experience) requires position in solicitors' office, good general knowledge, typewriting, plans. Good references.—A.T.B., Box 61, Solicitors' Journal, 29 Breams-buildings, E.C.4.

SOLICITOR, Commissioner for Oaths (over 20 years' experience), practising on own account, desires conveyancing clerkship.—Write Box 54, Solicitors' Journal, 29 Breams-buildings, E.C.4.

YOUNG solicitor recently admitted, desires London appointment. Good general experience, especially conveyancing.—Box 52, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR'S Managing Clerk, unadmitted, wide experience litigation, conveyancing, common law; pleads fresh start any capacity, moderate salary; can furnish guarantee.—Lex, c/o W. W. Jemmett, F.I.S.A., Secretary, Central D.P.A. Society, Victory House, Leicester-square, W.C.2.

SOLICITOR desires post as Assistant Solicitor. Experienced in conveyancing, probate and trust matters; also in High Court, County Court and magisterial work.—Box 6, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR, experienced in Conveyancing, is open to assist solicitors by post.—Box B. 331, Solicitors' Journal, 29, Breams-buildings, E.C.4.

IRISH solicitor requires managing clerkship in London, able to provide offices in West End and South West suburb and to introduce considerable business. Apply in first instance, "M.A.," Box 588, c/o Solicitors' Journal, 29, Breams-buildings, E.C.4.

MANAGING Clerkship desired by Solicitor. Thoroughly experienced litigation or conveyancing. £200 per annum.—Box No. 97, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR (46), School and University, with 10 years' experience in engineering (workshop and drawing office), 5 years under articles and 5 years in further experience and managerial work prior to his entry into the legal profession, and who has 16 years association with the law, and is at present on his own account in practice as a solicitor, desires a sound administrative appointment with an important undertaking; has a real live mind and is a capable organiser; thoroughly conversant with present-day methods of commercial life and efficient in legal procedure; highest references; principals only.—Box No. 1, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR (32), admitted in 1920 and now practising on own account, desires post as managing clerk or assistant solicitor in an extensive and well-established conveyancing practice, preferably, but not essentially, in South Wales or Monmouthshire. Accustomed to act without supervision in conveyancing and probate matters, and also willing to assist generally. Advocacy not objected to, if required. Can arrange to be available at short notice. Able to converse in Welsh.—Write "A.B.," Box 343, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR (40) LL.B., commissioner for oaths, requires post in good Conveyancing and Family Practice, preferably (but not essentially) with prospects —"N.," Box 571, Solicitors' Journal, 29, Breams-buildings E.C.4.

YOUNG SOLICITOR desires Clerkship with a view to partnership. Experienced in litigation, workmen's compensation and company law; good advocate. Small capital at disposal. Excellent references, "C.," Box 558, Solicitors' Journal, 29 Breams-buildings, E.C.4.

YOUNG Solicitor, admitted 1925, thoroughly experienced in general practice in London, particularly conveyancing, some knowledge Company and commercial matters, is open to engagement with established firm in London or the Provinces. References from two well-known London firms.—Box 40, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR (Irish), aged 36, 14 years' experience, good worker, reliable, desires employment in or near London as Managing Clerk or otherwise. Excellent references. Salary by arrangement. Apply "T," Box 549, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR, over 20 years' practical experience conveyancing, probate, trust, etc., desires Managing Clerkship, or would manage branch office.—"A.W.," Box 523, Solicitors' Journal, 29, Breams-buildings, E.C.4.

GENTLEMAN, accustomed to committee work and shorthand, with experience in reference work under the Rating and Valuation Act, will be free shortly; good worker; reasonable salary if some prospects.—Apply, in first instance, "R.," Box 55, c/o Solicitors' Journal, 29, Breams-buildings, E.C.4.

PRACTISING Solicitor would consider appointment as assistant where proper facilities would be given for the conduct of his own practice on terms. Experience mostly conveyancing and High Court litigation, some advocacy. London only.—Write "M.," Box 353, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR (35), Cambridge graduate, desires Managing Clerkship. Good general experience.—Apply "Alpha," Box 320, Solicitors' Journal, 29, Breams-buildings, E.C.4.

ADMITTED Managing Clerk, general practice large city seven years, two years sole charge, desires engagement owing to amalgamation. Specialities: litigation, advocacy. Athletic, bachelor, and insatiable worker.—"M.P.," Box 459, c/o Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR (37), now in practice on own account, small connection, desires managing clerkship in London, with liberty to practise. Salary by arrangement.—"J.," Box 448, Solicitors' Journal, 29 Breams-buildings, E.C.4.

YOUNG Solicitor undertakes drafting accounts, looking up points, etc., for busy solicitors in return for small charge.—"E.," Box 275, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR (2nd Class Honours), with over 30 years' continuous experience in conveyancing, trust and probate work, willing to assist Solicitors by post.—"S." Box 312, Solicitors' Journal, 29, Breams-buildings, E.C.4.

EX-OFFICERS AND OTHER RANKS.

THE Proprietors of The Solicitors' Journal have placed this space at the disposal of THE BRITISH LEGION, OFFICERS' ASSOCIATION, EMPLOYMENT BUREAU, 3-4, Clement's Inn, Strand, London, W.C.2 (Telephone: Holborn 5769), to whom all replies should be addressed, quoting number of advertisement, date of insertion, and the name of this paper.

ENGINEER, Industrial production and planning. Workshop experience, three years' Engineering College, six years with well-known Company, energetic, good organiser, knowledge French, desires position home or abroad, offering scope for advancement. Ex-officer age 33, married. 10394.

TO Estate Agents. — Wanted, position as steward to residential flats, by ex-captain, age 47, married. 8089

RETIRED Officer, well qualified, will tutor gentleman's son, preferably taking him in to board. 1500

EX-OFFICER, married, seeks employment, steward, butler, valet, caretaker, anything. Several years' experience as steward and butler. Dis.181

RESIDENT Engineer or Clerk of Works, desires appointment sewers, sewage disposal or roads. Exceptional references and testimonials. Ten years' experience. Qualified civil engineer. 10409

PUBLIC School Man (Westminster), completed articles, but not yet taken final examination, desires position in solicitor's office to gain experience. Would accept small salary. 5312

ARTICLED CLERKS, &c.

LAW. — A vacancy occurs for an articled clerk in a solicitor's office in N.W. London; moderate premium.—Write Box 90, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR, general practice and clerk to local authority in growing South Coast town, has vacancy for articled clerk. Public school man preferred. Good prospects for suitable man used to country life.—Box No. 87, Solicitors' Journal, 29, Breams-bldgs., E.C.4.

PRACTICES AND PARTNERSHIPS.

MR. NOAH A. RIGBY, Solicitor and Commissioner for oaths, St. Helens, Lancashire, is desirous of purchasing the succession to or a partnership in a substantial country practice and will be pleased to hear from any solicitor or firms of solicitors of good standing who are open to negotiation; capital available; excellent credentials; highest references given and required.

SOLICITOR desires to dispose of general practice (mainly conveyancing) in rapidly growing seaside town, within an hour's rail of London. Would suit young energetic man with capital. Price £600.—Box 96, Solicitors' Journal, 29, Breams-buildings, E.C.4.

PARTNER, with moderate capital, wanted, aged 30-40 (preferably public school man), in old-established conveyancing and general solicitors' practice in S.E. London and City, owing to impending partial retirement of present senior partner.—Box 86, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR practising own account, desires to amalgamate with another solicitor having old-established London practice.—Box 47, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR desires to purchase old-established London practice. City or West Central district preferred. Conveyancing, company and general; or early succession.—Box 48, Solicitors' Journal, 29, Breams-buildings, E.C.4.

ENERGETIC solicitor, good advocate, requires sound litigious, conveyancing and general practice, in Kent.—Reply B.," Box 525, Solicitors' Journal, 29, Breams-buildings, E.C.4.

INVESTMENTS.

10 PER CENT. INVESTMENT.

ARISING from a Block of Flats, Ealing. Gross income £800. Absorb £6,250. Owners, Chartered Surveyors, E. & S. Smith, 68 Gt. Queen-street, Kingsway.

MAYFAIR.—Leasehold Ground Rent of £970 per annum, well secured upon an important Block of Property. Long lease direct from the Freeholder at nominal ground rent. Moderate price.—Full particulars of White, Druce & Brown. FREEHOLD GROUND RENTS of £51 4s. per annum, amply secured on good class residential properties. Price 18½ years' purchase.—Full Particulars of White, Druce & Brown, 6 Hanover-square, W.1.

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PROFESSIONAL man about to take service flat in London (S.W.) would like to meet another requiring a *pied à terre*. Very moderate terms to suitable man.—Box 39, Solicitors' Journal, 29, Breams-bldgs., E.C.4.

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£75 PER ANNUM
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HAWTHORN GROVE, PENGE.
Lease expiring 1959.

£65 PER ANNUM
arising from the FREEHOLD FULL OFF-LICENSE PREMISES,
"THE RUBY STORES,"
No. 171, TURNPIKE-LANE, HORNSEY.
Lease expiring 1936.

Printed particulars will be ready 10 days prior to the day of sale, and may be obtained of Messrs. Hunters, Solicitors, No. 9 New-square, Lincoln's Inn, W.C.2, at the Auction Mart, and at the Auctioneers' Offices, 28 Theobald's-road, W.C.1.

SOUND FREEHOLDS.

E. & S. SMITH

Will SELL BY AUCTION on Wednesday 17th April, at 2.30 p.m., at Winchester House, E.C.

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64, COLLIER STREET, KING'S CROSS,
Producing £57 12s., also
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Let on lease to Laundry Receiving Depot.

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Saturday, April 6th, 1929.